

TERMS OF REPRESENTATION

The purpose of this letter is to confirm the terms and conditions under which our firm will undertake to represent you in connection with _____. Our fees will be based upon the billing rates charged by each lawyer and paralegal. Our rates for attorneys range from \$ _____ to \$ _____ per hour. These billing rates are subject to adjustment from time to time by the firm. Although I will be the one responsible for this engagement, various portions of this matter may be delegated to other firm lawyers. In an effort to reduce legal fees, we use paralegal personnel. Time devoted by paralegals is charged at billing rates generally ranging from \$ _____ to \$ _____ per hour, which are also adjusted from time to time.

This will acknowledge receipt of your check for \$ _____ as an advance for fees to be rendered in connection with our representation. Such advance will be deposited in our general trust account, and we will charge our fees against the advance and credit them on our billing statements. In the event our fees exceed the advanced deposited with us, we will bill you for the excess. Any unused portion of the advance will be refundable at the conclusion of our representation. We will have the right to request additional advances from time to time based upon our estimates work to be performed for you. If you fail to pay promptly any additional advance requested, we will have the right to cease performing further work and withdraw from representation. [Use only if deposit is to be used for current unpaid bills.]

This will acknowledge receipt of your check for \$ _____ as security for fees to be rendered and costs and expenses incurred in connection with our representation. This amount will be held in our general trust account and may be applied by us to any amount that has been billed and is not promptly paid. If it appears that the matter is not likely to be resolved and our bills will exceed \$ _____, we have the right to request a further deposit. If the amount requested is not promptly paid, we will have the right to cease further work and withdraw from representation. [Use if deposit to be security.]

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, air fare, lodging, meals and ground transportation, long distance telephone, telecopying, word processing, court costs and filing fees). Unless special arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to the client.

Fees and expenses will be billed monthly and are payable upon presentation. We expect prompt payment. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.