

Legal Representation Agreement

1. IDENTIFICATION OF PARTIES. This agreement is made between _____ hereafter referred to as "Lawyer," and _____ hereafter referred to as "Client."

2. LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Lawyer to Client ("scope of representation") exclusively includes: office work, negotiations, discovery, representation at the initial hearings (if not waived and retained in time), pre-trial conference hearing, change of plea hearing (if necessary), status hearings, and sentencing hearing, and other legal work necessary for representation.

Any work not specifically identified is outside the scope of representation and will be billed hourly according to the terms herein. Work outside the scope of representation includes, but is in no way limited to: time spent in or preparing for specialized driving privileges, depositions and any other hearing not previously identified, including but not limited to suppression hearings, jury or bench trial, or any other hearing.

3. RESPONSIBILITIES OF LAWYER AND CLIENT. Lawyer will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Lawyer; keep Lawyer reasonably informed of developments and of Client's address, telephone numbers and whereabouts; routinely check email and US Mail for communications sent from Lawyer; and timely make any payments required by this agreement.

4. ATTORNEY'S FEES. Client will pay Lawyer for attorney's fees for the legal services provided under this agreement for a fixed fee of _____. Any services provided beyond the scope of this representation will be charged as follows:

Attorney's Time – Attorney _____

\$ _____ Per Hour – Any time spent in non-court or contested proceedings, including but not limited to, consultations, phone conversations, document preparation, negotiations with opposing parties, answering questions, directing paralegal or other staff, or any other activity consuming time regarding the services provided in this agreement. If any other attorney provides work on this matter, that particular attorney will bill at their standard hourly rate.

+ \$ _____ Per Hour - Any time spent in court or other contested proceeding, including but not limited to, court proceedings, arbitration hearings, in-person negotiations, depositions, time spent waiting at any of the aforementioned activities, and time traveling to or from the aforementioned activities.

Legal Assistant/Paralegal's Time

\$ _____ Per Hour – Any time spent relating to the services provided in this agreement, including but not limited to, phone conversations, document preparation, answering questions, scheduling, clerical work, or any other activity consuming time regarding the services provided in this agreement.

Lawyer will charge in increments of one tenth of an hour (six minutes), rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. If, while this agreement is in effect, Lawyer increases the hourly rates being charged to Client generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is sent to Client. If Client chooses not to consent to the increased rates, Client may terminate Lawyer's services under this agreement by written notice effective when received by Lawyer.

5. COSTS. Client will pay all "costs" in connection with Lawyer's representation of Client under this agreement. Costs will be paid out of Client's deposits. In the case of an immediate need and no existing deposit, Lawyer may elect to advance the costs and bill Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees.

6. DEPOSIT FOR FEES. If Lawyer commences work outside the scope of representation on an hourly rate, Client will pay to Lawyer an initial deposit to be determined at that time to be received by Lawyer on or before Lawyer will begin work, and to be applied against attorney's fees and costs incurred by Client. Lawyer will place the deposit in an interest on lawyer's trust account, where any interest earned will be transferred to the Indiana Bar Foundation, which will use the interest in conjunction with the interest earned on all other similar accounts across Indiana for charitable purposes. Client authorizes Lawyer to withdraw the principal from the trust account to pay attorney's fees and costs as they are incurred by Client. If, at the termination of services under this agreement, the total amount incurred by Client for attorney's fees and costs is less than the amount of the deposit, the difference will be refunded to Client. Lawyer will notify Client whenever the deposit is nearing a minimum retainer balance, as determined by Lawyer. Within 30 days after each notification is sent, Client will pay to Lawyer an additional deposit in the amount requested by Lawyer to ensure the retainer balance does not fall below the minimum retainer balance stated above. Deposit of such additional amounts and payment of principal and any interest earned will be made in the same manner as the initial deposit. If, at the termination of services under this agreement, the total amount incurred by Client for attorney's fees and costs is less than the total amount of all deposits, the difference will be refunded to Client. Client further authorizes Lawyer, as Client's agent, to execute Client's name to any settlement check or other documentation necessary for the distribution of any settlement proceeds to expedite such distribution of the settlement proceeds, if such funds become applicable.

7. STATEMENTS AND PAYMENTS. Lawyer will send Clients statements monthly indicating attorney's fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no attorney's fees or costs are incurred for a particular monthly period, or if they are minimal, the statement may be held and combined with the following statement. Any balance will be paid within 30 days after the statement is mailed.

8. LAWYER'S LIEN. Lawyer will have a lien for Attorney's fees and costs advanced on all claims and causes of action that are the subject of Lawyer's representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).

9. PAYMENTS DUE AND COLLECTIONS COSTS. Client will pay the full balance of any invoice within 30 days of the invoice date. Any unpaid balance remaining after 30 days will accrue interest at the rate of 1.25% per month beginning at the invoice date. Each 30 days any outstanding interest charges will be compounded and added to the remaining principal. Client agrees to pay all of Lawyer's reasonable attorneys' fees and collection costs and expenses associated with the enforcement of this Agreement to the fullest extent permitted by applicable law.

10. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement will be the date when it is executed by the last of the parties to do so.

The foregoing is agreed to by:

Client Name:

Date

FIRM NAME:

By: _____
Title: Attorney

Date