**Legal Representation Agreement**

This Legal Representation Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Legal Services, LLC**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state]* limited liability company, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Law Firm”). The Client and the Law Firm shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Law Firm offers legal services and the Client desires to retain the Law Firm to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Client shall retain the Law Firm to provide legal advice and services specifically pertaining to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert with specificity the issue(s) to initially be addressed with the client]* (the “Services”). The Law Firm will charge for all activities undertaken in providing the Services including, but not limited to, advice, counsel, document review, document preparation, conferences, court sessions, filings, telephone conversations, depositions (preparation and participation), correspondence, legal research, etc. which are relevant to and necessary for the legal services required by the Client, as determined by the Law Firm. Additionally, the Law Firm shall keep the Client informed of progress and developments and respond promptly to the Client’s inquiries and communications. The Law Firm will not engage in any appeal work on behalf of the Client, but may suggest other attorneys with whom the Client may wish to consult.
2. **CLIENT RESPONSIBILITIES**. This Law Firm cannot effectively represent the Client without the Client’s cooperation and assistance. The Client hereby agrees to be truthful and fully cooperative with the Law Firm and to promptly provide to the Law Firm all information known or available that is relevant to this representation. The Client’s obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, timely payment, and informing the Law Firm of changes in address and telephone numbers.
3. **ATTORNEY’S FEES.** The Client shall pay the Law Firm for attorney’s fees for Services provided under this Agreement at the respective hourly rates of the individuals providing the Services. The current rate is $\_\_\_\_\_\_\_ per hour for partner(s), $\_\_\_\_\_\_\_\_\_ per hour for associate(s), and $\_\_\_\_\_\_\_ per hour for paralegals *[adjust as necessary for your practice]*. The Law Firm will charge in increments of one tenth of an hour, 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.

When two or more of the Law Firm's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at the more senior personnel’s hourly rate.

If, while this Agreement is in effect, the Law Firm increases the hourly rates being charged to the Client generally for attorney's fees, that increase may be applied to fees incurred under this Agreement, but only with respect to the Services provided thirty (30) days or more after written notice of the increase is mailed to the Client. If the Client chooses not to consent to the increased rates, the Client may terminate the Law Firm's Services under this Agreement by written notice effective when received by the Law Firm; provided the Client executes and returns a substitution-of-attorney form immediately on its receipt from the Law Firm if the Law Firm is the Client’s attorney of record in any proceeding.

The Client acknowledges that the Law Firm has made no promises about the total amount of attorney's fees to be incurred by the Client under this Agreement. It is impossible to determine in advance how much time will be needed to handle the case at hand. Any figures quoted to the Client for the total cost of the Services are merely estimates. The opposing party, or others, may engage in activities beyond the Law Firm’s control that require an expenditure of time by the Law Firm which was not originally contemplated.

\*\*\*if the arrangement is a CONTINGENCY fee, delete the above “Attorney’s Fees” section and insert the following paragraph\*\*\*

1. **CONTINGENT FEES**. In regard to the specific Services performed hereunder, the Parties agree to a contingency fee arrangement whereby the Law Firm will accept a fixed percentage of one-third (1/3) *[insert other amount if applicable]* of the recovery amount should the case resolve successfully in the Client’s favor. The Parties acknowledge and agree that the Law Firm shall first draw its fixed percentage from any recovery amount obtained; then the Client shall pay any costs still owned to the Law Firm in connection with the Services and then be disbursed the remaining funds. However, the Parties also acknowledge that should the case resolve unsuccessfully for the Client, neither the Client nor the Law Firm will be paid any funds. The Client shall, however, be responsible for payment of any costs connected with the Services (*i.e.*, filing fees, costs related to depositions, etc.).
2. **COSTS**. The Client shall pay for all actual out-of-pocket costs incurred on the Client’s behalf under this Agreement. Typical costs include: filing fees, service of process, depositions, expert witness fees, travel expenses, long distance telephone calls, outgoing fax (at $\_\_\_\_\_\_\_ per page), Federal Express, courier services, delivery charges, photocopying (at $\_\_\_\_\_\_\_\_\_\_ per page), and online database retrieval charges (Lexis, Westlaw, etc.). The Law Firm may elect to cover certain out-of-pocket costs on behalf of the Client, but reserves the right to seek reimbursement. The Client agrees to reimburse the Law Firm for such out-of-pocket costs. The Client may, at any time, request a copy of the Law Firm’s file for his/her particular case at the photocopy rate specified herein.
3. **RETAINER/ADVANCED DEPOSIT(S)**. The Client shall pay to the Law Firm an initial deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert retainer amount, e.g., One Thousand Dollars ($1,000.00)]* to be received within five (5) business days *[insert other time frame]* from Effective Date of this Agreement. Any advance deposit(s) shall be deposited into the Law Firm’s client trust account. The Parties hereby agree, and the Client hereby knowingly authorizes, that the Law Firm shall deduct fees and costs from the advanced deposit(s) as fees are earned or costs are incurred. The Law Firm may require an additional advanced deposit of fees or costs. Any balance of the advanced deposit(s) remaining after the representation has concluded shall be refunded to the Client within thirty (30) days following conclusion.
4. **BILLING**. The Law Firm shall bill the Client on a monthly basis for services performed in the preceding month. The monthly statement will identify the services performed, the fees charged for those services, and costs incurred. The statement also will indicate the amount(s) applied from the advance deposit(s) and identify the balance of any advanced deposit(s) remaining. The Client has ten (10) days from the date of the statement to contest any charges contained in the bill. If the Law Firm receives no communication from the Client, the bill will be deemed acceptable and the amount will be deducted from the remaining balance. If the Client’s advanced deposit(s) has been depleted, the Client is expected to remit payment within thirty (30) days of the date of the statement. If no attorney’s fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month.
5. **LICENSE AND INSURANCE**. The Law Firm shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. The Law Firm acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Law Firm shall cooperate fully in providing the Client with requested supporting documentation.

The Law Firm shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate providing coverage for, among other things, professional liability coverage. All insurance required to be maintained by the Law Firm pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Law Firm]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Law Firm cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any advanced deposit(s) shall be refunded to the Client within five (5) business days of termination.

1. **TERMINATION**. Either Party may terminate the representation at any time, subject to the Law Firm’s obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation. Unless previously terminated, the Law Firm’s representation will terminate upon sending the final billing invoice subject to the Law Firm’s obligations under the Rules of Professional Conduct, and the approval of the court if the matter is in litigation. The Client is engaging the Law Firm to provide legal services in connection with the specific matter identified in this Agreement. Unless the Client retains the Law Firm to provide additional advice or services in another matter, the Clients acknowledges and agrees that the Law Firm has no continuing obligation to represent the Client.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement and/or attorney’s fees must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Law Firm]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Law Firm]* without regard to principles of conflicts of law

1. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“LAW FIRM”**

 **LEGAL SERVICES, LLC**

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 Signature of Authorized Law Firm Representative

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 Printed Name of Authorized Law Firm Representative