

CLIENT FEE AGREEMENT

DATE _____ NAME _____

PHONE NO. (HOME) _____ (WORK) _____ (OTHER) _____

MAILING ADDRESS _____

CASE TYPE _____

FEE AGREEMENT

FLAT FEES OR RETAINERS ARE NON-REFUNDABLE. THIS FEE IS NON-REFUNDABLE BECAUSE OF THE MINIMUM FEE THIS FIRM CHARGES TO ENTER MY CASE IS BASED ON THE FIRM'S YEARS OF EXPERIENCE, EXPERTISE, LIABILITY, AND EXCLUSION OF OTHER CLIENTS WHICH THIS LAW FIRM COULD REPRESENT.

SCOPE OF REPRESENTATION:

THE SCOPE OF REPRESENTATION IN THIS CASE IS LIMITED TO THE FOLLOWING WORK ONLY. FAILURE TO PAY FEES ON TIME AND ON A TIMELY BASIS MAY RESULT IN COUNSEL WITHDRAWING AS ALLOWED UNDER THE **PROFESSIONAL RULES OF ETHICS**. NO WORK WILL BE PERFORMED EXCEPT IN ACCORDANCE WITH THE SCOPE OF REPRESENTATION LISTED BELOW. NO GUARANTEE OF RESULT IS MADE OTHER THAN COMPETENT REPRESENTATION.

CLIENT

Client is hereby advised that the attorney, Gene Barton, will not have any obligations to retain any part of this file after the passage of six (6) months.

Client understands and agrees that no permanent file will be maintained at the law office of Gene Barton and any of his/her papers that he/she desires to retain must be picked up within six (6) months after the entry of the last decree or closing of the case, or they may be destroyed at the option of Gene Barton. This is done because of the difficulties fo maintaining storage.

Client understands that when this case is fully concluded that Gene Barton may accept a case against this former client in the event that the case is note related to the present case and is not the same case, in accordance with the **Professional Rules of Ethics** as provided for under Rule 1.9 of the **Professional Rules of Ethics**. Client understands that Gene Barton is not his/her attorney for life.

Furthermore, Client understands that Gene Barton is representing solely the client who has retained him and is not obligated by any means or fashion by Rules of Ethics or otherwise to not accept employment in a case against any other relative, family member, or friend of Client and including against the spouse, merely because he represents the presently retained client.

With respect to this case, if it is taken on an hourly fee basis, the specific provisions of the hourly fee agreement are as follows:

READ CAREFULLY: This is your contract. It protects both you and your attorney and will prevent misunderstandings. If you do not understand it or of it does not contain the agreements we discuss, please call it to my attention. Do not sign this contract until you thoroughly read it, completely understand it, and are in agreement with the terms.

- (1) Definitions: Whenever used herein, the term "Attorney" will mean Gene Barton, Gene Barton Law Firm, or associate counsel. The term "Client" will include the plural.
- (2) The undersigned Client does hereby retain and employ Gene Barton and the Gene Barton Law Firm to represent him/her in the handling of a case against _____ on an hourly fee basis. The purpose and scope of this representation is _____ and does not include an appeal.
- (3) It is understood that a minimum **NON-REFUNDABLE** retainer fee of \$ _____ is required. The reason that this sum is non-refundable is because this is the minimum fee this firm charges to enter my case and is based on the firm's years of experience, expertise, liability and the exclusion of other clients which this firm could represent. However, in an effort to reduce attorney fees, this retainer will be billed against an hourly rate. Because of this, my bill will initially reflect a credit balance. However, this credit balance

is non-refundable because it reflects a minimum fee that the firm charges to enter my case. It is further understood that I am to be charged at the rate of \$_____dollars per hour and the time will be calculated in one hour units, with a minimum charge of two-tenths (.2) hours for each handling of my file, such as a telephone conference or brief letter. I understand that time spent for telephone calls with me and others related to my case will be billed on an hourly basis to me. If any fee is awarded by the Court and paid by the adverse party it will be credited against the balance that I may owe and any excess refunded to me.

- (4) It is understood that Gene Barton and the Gene Barton Law Firm may employ legal assistants at the rate of forty dollars (\$40.00) per hour to work on my case.
- (5) I understand I will be charged for photocopies made at the office at the amount of twenty-five cents (\$.25) each. I understand the office utilizes the Internet and I will be charged for use of the Internet at each service at the rate of twenty-five (\$25.00), and automobile mileage will be charge at the rate of forty cents (\$.40) per mile. I also understand I will be charged for long distance phone calls.
- (6) I agree that I am responsible for all costs and expenses incurred in the litigation of my case. Gene Barton Law Firm does not advance expenses on hourly cases. I further understand and agree that in addition to the above attorney fees, all costs, if any, including all court costs, subpoena costs, photographs, depositions, court reporter costs, statements of witnesses, investigator fees, and all other out of pocket expenses directly incurred in investigating or litigating this claim shall be paid by me. To facilitate payment of such costs and expenses I agree to allow such costs and expenses not previously paid by me to be deducted from my share of any recovery proceeds after payment of attorney fees. I agree to make a good faith effort to pay all expenses and costs as they arise in pursuit of my case. I agree to deposit the sum of \$_____dollars in the Gene Barton Escrow Account toward expenses. If expenses exceed this amount, I will receive a bill. If a credit balance is left in the escrow account at the conclusion of my case, it will be credited to my account and refunded to me.
- (7) **WHEN MY RETAINER IS EXHAUSTED, IT IS UNDERSTOOD MY ATTORNEY MAY REQUEST THAT I REPLENISH THE RETAINER. FAILURE TO DO SO MAY RESULT IN THE WITHDRAWAL OF MY ATTORNEY, SOLELY AND EXCLUSIVELY AT HIS OPTION, FROM MY CASE.**

- (8) An itemized statement will be furnished to me on a regular basis. Payment will be due upon the receipt of the statement. Failure to pay on time may, solely at the option of my Attorney, result in withdrawal of my Attorney from my case. If the balance is not paid within thirty (30) days from the date of receipt of the statement, it is understood that Attorney shall charge interest at the rate of one and one-half percent (1 ½%)_per month, or eighteen percent (18%) per annum, on any past due balance. I understand and have been advised that if my account is more than sixty (60) days past due, the balance may be turned over for collection, I agree to pay all attorney fees incurred in the cost of collection.
- (9) I expressly give my Attorney the right to withdraw from representing me for any reason or for no reason at the sole discretion of my Attorney. My Attorney will provide me with reasonable notice should my Attorney choose to withdraw, but the retainer paid initially shall be retained, but funds paid on an additional retainer which is paid to replenish the initial retainer in which have not been fully utilized shall be refunded along with any unused court cost in the escrow account.

Client Signature

Accepted:

Gene Barton
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