

Form Flat Fee Agreement

The client _____ (“Client”) retains _____ (“Lawyer” [or “Firm”]) to perform the legal services described in Section I, below, for a flat fee as described in Sections II and VI, below.

I. Legal Services to be Performed.

In exchange for the fee described in this Agreement, Lawyer will perform the following legal services (“Services”): **[Insert specific description of the scope and/or objective of the representation. Example: representation in DUI criminal case in Jefferson County, or prepare a Will, or Power of Attorney, or a contract.]**

II. Flat Fee.

This is a flat fee arrangement. Client will pay Lawyer [or Firm] \$_____ for Lawyer’s [or Firm’s] performance of the Services described in Section I, above, plus costs as described in Section VI, below. *Client understands that Client is NOT entering into an hourly fee arrangement. This means that Lawyer [or Firm] will devote such time to the representation as is necessary, but the Lawyer’s [or Firm’s] fee will not be increased or decreased based upon the number of hours spent.*

III. When Fee Is Earned.

The flat fee will be earned in increments, as follows:

Description of Increment: _____ Amount Earned: _____

Description of Increment: _____ Amount Earned: _____

Description of Increment: _____ Amount Earned: _____

Description of Increment: _____ Amount Earned: _____

Description of Increment: _____ Amount Earned: _____

[Alternatively: The flat fee will be earned when the Lawyer [or Firm] provides Client with (the Will), (the Power of Attorney), (the contract), (etc.) **[INSERT]**].

IV. When Fee is Payable.

Client shall pay Lawyer [or Firm] **[select one: in advance, or as billed, or as the services are completed]**. Fees paid in advance shall be placed in the Lawyer's [or Firm's] trust account and shall remain the property of Client until they are earned. When the fee or part of the fee is earned pursuant to this Agreement, it becomes the property of Lawyer [or Firm].

V. Right to Terminate Representation.

Client and Lawyer [or Firm] each have the right to terminate the representation at any time and for any reason. In the event the representation is terminated by Client without wrongful conduct by the Lawyer [or Firm] which would cause the Lawyer [or Firm] to forfeit any fee, or the Lawyer [or Firm] justifiably withdraws from representing Client, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned by Lawyer [or Firm] as described in

Section I, above, up to the time of termination. In a litigation matter, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned up to the time when the court grants Lawyer's motion for withdrawal. Should the representation be terminated during a period between completion of increments described in Section III above, the client shall pay fees based on a computation of time actually worked by the Lawyer at the rate of _____ per hour.

VI. Costs.

Client is liable to Lawyer [or Firm] for reasonable expenses and disbursements. Examples of such expenses and disbursements are fees payable to the Court and expenses involved in preparing exhibits. Such expenses and disbursements are estimated to be \$_____. Client authorizes Lawyer [or Firm] to incur expenses and disbursements up to a maximum of \$_____, which limitation will not be exceeded without Client's further written authorization. Client shall reimburse Lawyer for such expenditures (upon receipt of a billing), (in specified installments), (upon completion of the Services), (etc.) **[INDICATE WHICH].**

Dated: _____

CLIENT:

Signature

