

Fee Agreement #2
Consulting Services Agreement

Identification of Parties: This agreement, executed in duplicate with each party receiving an executed original, is made between _____, hereafter referred to as “Attorney,” and _____, hereafter referred to as “Client.”

Nature of Case: Client consulted Attorney in the following matter:

- 1. Client Responsibilities and Control:** Client will remain responsible for and in control of his/her own case at all times. This means that Client will be responsible for understanding the issues, resolution options and potential consequences of those resolution options. In addition, Client agrees to:
 - a.** Cooperate with Attorney or his/her office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services.
 - b.** Inform Attorney of the specific parts of the case that Client requests Attorney’s assistance with.
 - c.** Review and evaluate all information provided by Attorney.
 - d.** Keep Attorney or his/her office advised of Client’s concerns and any information pertinent to Client’s case.
 - e.** Provide Attorney with copies of all correspondence to and from Client relevant to the case.
 - f.** Notify Attorney of any pending negotiations, hearings, contractual deadlines or litigation.
 - g.** Keep all documents related to the case in a file for review by Attorney.
 - h.** Sign all relevant papers, agreements or findings relevant to the case.
 - i.** Immediately notify Attorney of any changes of work or home addresses or telephone numbers of the Client.
 - j.** Immediately notify Attorney if the Client receives any new pleading, motion, letter, or other documents from the other party, the other party’s lawyer, any expert, appraiser, or evaluator hired by either party or appointed by the Court, or any Special Master, or any documents from the Court, and provide the Attorney with a copy of the item received, as well as the date it was received by the Client.

2. Scope of Services: Client requests Attorney to perform or *not to perform* the following services related to the family law issues identified here or on the following page or attachment hereto:

(Indicate Yes or No in box)

a.		Advice about law and strategy related to an ongoing mediation, negotiation or litigation
b.		Information about document preparation
c.		Assistance with document preparation
d.		Information about fact gathering and discovery
e.		Assistance with drafting discovery requests
f.		Assistance with computer support programs
g.		Guidance and procedural information regarding filing and serving documents
h.		Advice about negotiations and the preparation and presentation of evidence
i.		Legal research
j.		Coaching on trial or negotiating techniques
k.		Review and analysis of Client's trial strategy
l.		Advice about an appeal
m.		Procedural assistance with an appeal
n.		Assistance with substantive legal argument
o.		Other:

3. Limitation of Attorney's Responsibilities: Attorney will perform the specific legal tasks identified by the word "Yes" in paragraph 2 above consistent with Attorney's ethical and professional responsibilities, including observing strict confidentiality, and based on the information available to Attorney. In providing those services, Attorney *will not*:

- a. Represent, speak for, appear for, or sign papers on Client's behalf.
- b. Provide services in paragraph 2 which are identified with the word "No."
- c. Make decisions for Client about any aspect of the case.
- d. Determine the assets and obligations of Client's marriage, their character, or their value.
- e. Determine an appropriate division of the assets and obligations of Client's marriage
- f. Litigate Client's case on Client's behalf
- g. Protect Client's property by means of restraining orders while discovery and/or negotiations are in progress.

Attorney will NOT perform any services identified by the word "NO" in paragraph 2 above. The Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initiated and dated by both parties. The date that both the Attorney and the Client initial any such list of additional services to be provided will be the date on which the Attorney becomes responsible for providing those additional services. If the Client decides to retain the Attorney as the Client's Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.

Right to Seek Advice of Other Counsel: Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in paragraph 2 which are identified with the word "no" at any time during or following this limited consulting services agreement.

4. Method of Payment for Services:

- a. **Hourly Fee:** The current hourly fee charged by Attorney for services under this agreement is \$_____. Unless a different fee arrangement is established in clause 4b of this Paragraph, the hourly fee will be payable at the time of service. Attorney will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest tenth of an hour. The hourly fee will be payable at the time of the service.
- b. **Payment from Deposit:** For a continuing consulting role, Client will pay to Attorney a deposit of \$_____, to be received by Attorney on or before _____, and to be applied against Attorney's fees and costs incurred by Client. This amount will be deposited by Attorney in Attorney's trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client. Any interest earned will

be paid, as required by law, to the Arkansas Access to Justice Foundation to fund legal services for indigent persons. The deposit is refundable. 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.

- c. **Costs:** All costs payable to third parties in connection with Client's case including filing fees, investigation fees, deposition fees and the like shall be paid directly by Client. Attorney will not advance costs to third parties on Client's behalf.

Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this agreement.

- 5. **Discharge of Attorney:** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services after receipt of the notice. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rate for all services provided prior to such discharge.
- 6. **Withdrawal of Attorney:** Attorney may withdraw at any time, if such withdrawal is permitted under the Arkansas Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:
 - a. The Client consents and withdrawal can be accomplished without material adverse effect on the interests of the Client,
 - b. The Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively, and
 - c. The Client fails substantially to fulfill an obligation (such as making payment) to the Attorney regarding the lawyer's services and has been given reasonable warning that the Attorney will withdraw unless the obligation is fulfilled.

Notwithstanding Attorney's withdrawal, Client will remain obligated to pay Attorney at the agreed rate for all services provided. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property.

- 7. **Disclaimer of Guarantee:** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.
- 8. **No Waiver:** No breach of any provision of this Agreement shall be deemed waived except with the express written consent of the party not in breach.
- 9. **Arbitration of Fee Dispute:** In the event of a dispute between Client and Attorney pertaining to fees and costs charges by Attorney, such dispute shall be resolved by binding arbitration in accordance with the Arkansas Arbitration Act, Ark. Code Ann. § 16-108-101, *et. seq.*

