

CONTRACTUAL AGREEMENT FOR LEGAL SERVICES (FAMILY LAW)

You have requested McNamara Law Office, PLLC (“the firm”) to act as your attorney in

_____.
This contract sets forth the agreement for our representation of you. This agreement will become effective upon receipt of a signed copy of this agreement and upon the payment of the Fee Deposit.

You agree to pay our firm a Fee Deposit of \$_____.
The Fee Deposit will be credited against the overall fee in your matter.

If your Fee Deposit falls below \$_____, you agree to pay an additional Fee Deposit, within 10 days, in an amount sufficient to replenish the Fee Deposit to its original amount. Any unused Fee Deposit will be refunded to you on the conclusion of your matter. Depending on the progress, complexity, and degree of conflict it may become necessary to request that the Fee Deposit be increased. As your case proceeds, the additional fee deposit could be substantially more than the initial amount. If no agreement is made, an increase will be requested before trial. **Any balance due at the conclusion of your case must be paid before the final hearing.**

Fees will be based on an hourly rate as follows and are payable in Harris County, Texas:

Brian McNamara	\$400.00
Linzy Ritchie	\$300.00
Paralegal	\$100.00 to \$175.00

The minimum increment of time to be charged is 6 minutes. For Example: You will be charged 6 minutes of time for a phone call even though the actual call may have taken less than 6 minutes. Similarly, if the phone call took more than 6 minutes, but less than 12, you would be charged an additional 6 minutes.

These minimum fees will apply to creation of certain documents. If the attorney’s and/or paralegal’s fee for the actual time required to create a document exceeds the amount below, then the charge will be based on the actual amount of time used. Otherwise, the following flat rate charges will apply:

- Original Petition or Counter-Petition without a request for a temporary restraining order or a temporary orders hearing: \$275.00;
- Original Petition or Counter-Petition with a request for a temporary restraining order and/or a temporary orders hearing: \$500.00;
- Original Answer without a Counterclaim: \$175.00;
- Waiver of Service Of Citation: \$75.00;

- Qualified Domestic Relations Order (Q.D.R.O.) or Non-Qualified Domestic Relations Order (D.R.O.): \$750.00, which includes preparation of the QDRO or DRO; all agreed revisions requested by the plan administrator for approval; filing the document with the court & requesting that the judge sign it; court fees for obtaining a certified copy; and forwarding the certified copy to the plan administrator. Disagreements about the language of the Q.D.R.O. or D.R.O., its interpretation, or enforcement, are not included;
- Real Estate Documents to transfer real property to one spouse (e.g. deeds & deeds of trust): \$250.00 per document includes county recording fees & costs.

All court appearances will be billed at least two hours of the attorney's time. If the appearance requires more than two hours the actual time will be billed.

The attorney will use his discretion to decide whether or not to bring his paralegal to court. If the attorney brings his paralegal to court, the paralegal's time will be billed at the rate described in this agreement.

We will do all we can to avoid having to work on your case outside normal business hours. If it becomes necessary to work on your case on a Saturday, Sunday, a Harris County holiday, or outside the hours of 8:00a.m. to 5:00p.m. on a workday, you agree to pay for the attorney's and paralegal's time at an amount equal to 1.5 times the hourly rates described above. The time will be billed in the same 6 minute increments described above. This same rate of 1.5 times the normal hourly rate will apply if you request us to provide legal services on a weekend, a Harris County holiday, or outside the hours of 8:00a.m. to 5:00p.m. on a workday.

It is impossible to determine in advance the amount of time it will take to complete your case. If your case is dismissed you will still be obligated for unpaid fees. Some of the services for which we charge include court appearances, conferences in person and by telephone, reading and writing emails, reading and writing letters, research, review of material received from the opposing party, negotiation, and drafting.

Attorney's fees and expenses are due and payable upon receipt of a statement or invoice from the firm. Questions or disputes about your billing statement must be brought to the firm's attention within 15 days of issuance of the bill. After 15 days have passed since the date on which the billing statement was issued all charges on that statement become final and may not be contested. As a condition of employment, we retain the right to cease legal work and withdraw from representing you if payment for services rendered, or replenishment of the Fee Deposit, is not remitted according to this agreement. *If it becomes necessary to file a Motion to Withdraw, your execution of this fee agreement indicates your approval to the Court of the Motion to Withdraw* for lack of payment for services rendered or failure to replenish the Fee Deposit, and this agreement may be attached as an exhibit to the Motion to Withdraw.

We reserve the right to terminate our attorney-client relationship for the following

reasons:

1. Your non-payment of fees or costs;
2. Your failure to replenish the Fee Deposit as agreed;
3. Your failure to cooperate and comply with all reasonable requests of the firm;
4. Your engaging in conduct that renders it unreasonably difficult for the firm to carry out the purposes of its employment; and
5. Your failure to communicate with this law firm promptly and as requested by us.

You agree to reimburse the firm for expenses incurred on your behalf, such as, but not limited to, filing fees, deposition expenses, and employment of experts. The firm will not obligate clients for any large expenses without the client's prior approval.

Interest at the rate of 18% per annum will be automatically charged on any previous balances due over 30 days from billing. If a check is returned by your financial institution, regardless of the reason, you agree to pay to the law firm the amount of the check within two (2) business days of notification that the check was returned, along with an additional fee of thirty dollars (\$30.00) plus all amounts charged to the law firm by its financial institution because of the returned check.

If you are entitled to a refund, that refund will be issued in the same form as the original payment, except for cash. If you paid via credit card and a refund is due, that refund will be charged back to the same credit card after you provide us the credit card information (we do not retain credit card information). If you paid by cash, any refund will be issued by check.

Fees and costs, in most cases, **may** be awarded by the Judge against either party. Sometimes, the Court makes no order for fees and costs. Because fees and cost awards are unpredictable and completely at the Judge's discretion, you are liable for payment of the total fee. Amounts received pursuant to any court order or judgment will be credited to your account and any excess will be given to you.

We will keep you informed as to the progress of your case. We will send you copies, via email, of all papers into and out of our office regarding your case. You will keep us informed of your email address and to check it frequently. We recommend that you *acquire a new email address solely to correspond with this law firm* and that you do not make that email address known to the other party to your case. Often, a person knows enough information about the other party to gain access to that party's email account if the person knows of the account.

We cannot guarantee the security of email transmission, especially after they are received on your device. 1) Please initial to confirm your understanding that you are responsible for the security of emails between us. _____ (initials). 2) You do not own emails sent to & from your employment email address & you should assume that other people have access to your email and may read them. When you leave employment your emails will remain the property of your employer. Please initial if you want us to use your employment email address. _____ (initials).

The firm makes no representations, promises, or guarantees as to the outcome of the case other than to provide reasonable and necessary legal services to the best of our ability.

This firm does not provide detailed or comprehensive tax advice. Consult a tax expert regarding the effect of taxes on the potential outcome of your legal matter. _____ (initials).

In further consideration of our acceptance to provide you with legal representation, you have agreed to and do assign to this firm a lien against any and all sums of money coming into your hands to which you are or may be entitled to the extent of all unpaid attorney's fees and expenses contracted by you. You additionally appoint Brian J. McNamara and Linzy Ritchie your attorneys in fact to negotiate, cash, and give receipt for any amounts paid to you by reason of their representation of you.

Any disputes arising out of or connected with this agreement, including, but not limited to the services performed by any attorney, will be submitted to **Binding Arbitration** in Harris County, Texas, in accordance with Tex. Civ. Prac. & Rem. Code Ch. 171 and the Commercial Arbitration Rules of the American Arbitration Association, except this does not apply to any claims made by the firm for the recovery of its fees and expenses.

McNamara Law Office, PLLC

BY: _____
Brian J. McNamara, Attorney at law.

CLIENT HAS COMPLETELY READ THIS CONTRACT; HAS NO QUESTIONS CONCERNING ANY OF ITS PROVISIONS; FULLY UNDERSTANDS IT; AND AGREES TO EACH AND EVERY TERM & PROVISION.

DATE: _____

Client