



*Law Office of Brian L. Bennett, P.C.*

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**CONTRACT FOR LEGAL SERVICES/REPRESENTATION  
FEE AGREEMENT**

**FEES:** As compensation for legal services, I, \_\_\_\_\_ hereby agree to pay in advance or within thirty (30) days of billing, to the *Law Office of Brian L. Bennett, P.C.*, a fee which shall be computed on an hourly basis or a fraction thereof, with the minimum charge being one-tenth (1/10th) of an hour. The rates I shall be charged are as follows: \$200.00 per hour for Attorney Brian L. Bennett; and \$85.00 per hour for work performed by a paralegal or legal assistant. I understand that the attorney, and their legal assistant/paralegal bill at the following rates per hour are \$250.00 and \$100.00 respectively for any/all work/communication and/or other case related time for anything occurring between the hours 6:00PM and 7:00AM, as well as for any of same between Fridays at 6:00PM and Mondays at 7:00AM. Further, the attorney shall bill me at the rate of \$225.00 per hour for any/all court/administrative appearances, hearings, trials. I understand that I am billed I understand that the *Law Office of Brian L. Bennett, P.C.* does not represent me on a flat-fee basis in this matter. Any office conferences or telephone conferences held outside of normal business hours will be billed at double the above-listed hourly rates. I will be notified, in writing, of any increase in the above-listed hourly rates thirty (30) days prior to such increase taking effect.

I understand that the work for which I will be charged will include, but will not be limited to: consultations and telephone calls; witness interviews; interviews and consultations with experts; consultations with opposing counsel; consultations with others deemed instrumental to my case by my attorney; legal research; drafting and preparation of documents; drafting and preparation of letters and any other correspondence method/type; negotiations; arbitrations; depositions; court appearances for filing, hearings and/or trials; trial preparation, including preparation of exhibits; travel time (billed portal to portal, i.e., from the time the attorney leaves the office until the attorney returns); and investigation.

I agree that I have hired this law firm to represent me, and that the attorneys will use their legal knowledge and legal experience to determine what needs to be done in my matter. Specifically, this Fee Agreement is for the purposes of

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I understand that this agreement does not include representation in other matters not described above including, but not limited to, any appeal of the trial court's ruling or other post-decree matters unless specifically set forth herein. If I choose to have this firm represent me in other matters, I understand that it will be necessary for me to execute a new agreement. However, the failure to execute a new agreement does not waive the terms and conditions set forth herein.

**COSTS:** I further agree to pay, in advance, *or* within thirty (30) days of billing where costs are not billed in advance, as required by my attorney, all court costs and other costs and expenses of the legal work completed on my behalf including, but not limited to, such costs as service/execution fees; court filing fees and costs; mileage outside the county; tolls; deposition costs; facsimile transmissions (\$1.00 per page, whether incoming or outgoing); photocopying (20¢ per page); long-distance telephone calls; postage; witness and subpoena fees; professional fees charged for appraisals of real and personal property and business evaluations; pension evaluations; mediation; accounting fees for tax consultation or testimony; medical reports and records; photographs; transcripts, including court reporter fees; etc. And that these costs/expenses are in addition to my legal representation costs.

I understand that I am liable for all costs charged by other professionals employed to work on my case including, but not limited to, pension evaluations; business evaluations; tax analysis; real and personal property appraisals; private investigators, expert witnesses, lay witnesses; medical reports and physician reports; etc. I will pay those costs as agreed and that the law firm is not liable as my agent for those costs. Further, the *Law Office of Brian L. Bennett, P.C.* assumes no responsibility or liability for failing to obtain information necessary to my case as a result of my failure to advance the costs involved in securing the information.

**PAYMENT OF FEES AND COSTS:** I understand that I will receive monthly billing statements reflecting the professional fees and costs incurred. Upon completion of my matter, a final accounting will be made. It is possible that some fees and costs may not be posted by the close of billing. Payment on all accounts shall be due within thirty (30) days after the statement billing date. A service charge of eight percent (8%) per annum shall be charged on all balances over thirty (30) days old. These outstanding balances are a stated account and the statutory interest on a stated account is eight percent (8%).

I further understand that I have an affirmative duty to call the law office to inquire into the status of a bill should I not receive a monthly billing statement or a final accounting. If I do not receive a monthly billing statement or the final accounting, and I fail to make an inquiry into its whereabouts within thirty (30) days after the statement billing date, my failure to inquire will be deemed to be my acceptance and affirmation of the charges. If I dispute any charges, I must notify the attorney, in writing, within thirty (30) days from issuance of the monthly billing statement. If I do not notify the attorney, in writing, of the dispute within thirty (30) days, I will have waived my right to dispute the charges. If I do not notify the attorney, in writing, of the dispute within thirty (30) days, I will be deemed to have accepted and affirmed the charges.

I understand that, even though we may seek to have the opposing party pay my attorney fees and costs or a portion thereof, I am primarily responsible for the payment of the attorney fees and costs. Any fees or costs which I have paid to the law firm and which are later recovered from the opposing party (in excess of any sums still due and owed by me) will be refunded within thirty (30) days of receipt of said funds or upon conclusion of my case, whichever occurs later. If the opposing party is ordered to pay all or some of my attorney fees and costs and fails to pay same, I understand that I will incur additional costs and fees relating to the collection of same. I further understand that all attorney fees and costs must be paid in full prior to final hearing or the conclusion of my case unless other written arrangements have been made with the *Law Office of Brian L. Bennett, P.C.* If it becomes necessary for the attorney to initiate legal action against me for the collection of fees and costs, I agree to pay the costs time of the collection for the work devoted to the collection. I further understand that my outstanding balances owed to my attorney shall be a lien against any and all property which I currently own, which I am awarded in the lawsuit, or which I may acquire in the future. My failure to pay may result in a notice of intent to hold lien being filed and a recorded lien being placed upon my property.

Moreover, the *Law Office of Brian L. Bennett, P.C.* reserves the right to reverse any "no charge" designation, or "discount" applied to any prior/current invoice/statement at any point until my case is completed and my entire bill is paid in full. When my matter is completely concluded, any overpayment in an amount less than five dollars (\$5.00) shall be considered "de minimis" and I hereby waive my right to any refund of same. When my matter is completely concluded, any remaining balance owed in an amount less than five dollars (\$5.00) shall be considered "de minimis" and shall be "written off."

**RETAINER:** I have paid you the sum of : \_\_\_\_\_  
**Dollars** [\$ \_\_\_\_\_ .00], which is a retainer for legal services. A retainer is a deposit, which is used to pay fees and costs as they are incurred. My attorney may choose to maintain said retainer payment in full, billing me for each and every month requiring my full payment of any amount due per the terms of this Fee Agreement. Upon conclusion of representation of my attorney, or the conclusion of the matter attorney is contracted, my final statement/invoice due and payable may be deducted from the retainer, with any unpaid fee due immediately upon receipt of the final statement. In the event a positive balance is due, following deduction of any/all costs, expenses, etc. due the attorney/law firm, in excess of the de minimus value shall be refunded to me within thirty [30] days. Should my attorney not require my full retainer value be up to date and current at all times – shall not be deemed a waiver of same. Attorney/law firm may at any time throughout my representation, choose to require the retainer amount stated here be fully on deposit, requiring my full payment of any balance due in full directly from me. Client may be required to submit subsequent retainers, in the same or higher amount as the initial retainer. Client failure to submit such additional retainer[s] when requested will constitute a material breach of this Agreement and attorney shall be permitted to withdraw as legal counsel for client.

I will be charged a one-time fee of Ten-Dollars [\$10.00], which will include costs for opening the file, general office supplies, and mileage within the county. I understand and accept that I will be charged a fee of not less than \$60.00 [*and up to an amount equal to the actual time required to address pending matter*] for any/all appointments/meetings/event[s], which I fail to cancel not less than 24 hours prior

I understand that the retainer, which I have paid will be placed into a client trust account. I expressly grant power and authority to the attorney to endorse and deposit the retainer into the attorney's client trust account, as well as any check or draft issued to me. I further expressly grant power and authority to the attorney to deduct from the client trust account any fees, costs or expenses owed by me to the attorney regarding my case. Moreover, this agreement shall constitute a Limited Power of Attorney giving my attorney the right to sign on my behalf any checks made payable to me for the payment of attorney fees and costs.

I further understand that I agree to pay the balance of your fees and costs monthly unless other arrangements are made in writing and signed by both myself, and the attorney. Failure of the attorney to enforce this provision shall not constitute a waiver of same and the attorney shall retain the right at any time to demand strict compliance with this provision. Additionally, should my case be scheduled for hearing or trial or should my account become more than thirty (30) days in arrears, then my

attorney may require another retainer or other security which my attorney deems sufficient to cover the work remaining in the case or such other amount as my attorney elects.

**NO TAX ADVICE:** My matter may involve a settlement, judgment, or property transfer, which may or may not have tax consequences. I understand that the *Law Office of Brian L. Bennett, P.C.* does not specialize in tax problems or tax issues and I am strongly encouraged to work closely with my CPAs, accountants, or to hire a tax attorney, if necessary. I further understand that the *Law Office of Brian L. Bennett, P.C.* makes no representations as to the tax consequences of the results of any payment, transfer, settlement, judgment or activity related to my matter. I agree to seek tax advice elsewhere and to hold my attorney and the *Law Office of Brian L. Bennett, P.C.* harmless therefore from same.

**MY COOPERATION:** I understand that my full cooperation is essential to the success of my case. Keeping pertinent information from my attorney will constitute grounds for my attorney's immediate withdrawal. I agree to notify the attorney ***in writing*** immediately of any change in telephone number, address, employment, health or other circumstance. I agree to read all documents given to me by my attorney. Full disclosure of all facts is essential. I agree to complete all forms, interrogatories or other requests for information on a timely basis. I agree to follow my attorney's instructions and pay my account in full within thirty (30) days of billing. I understand that my failure to do so may cause the attorney to withdraw from my matter, to file suit and to take such other steps as my attorney deems appropriate to collect the balance in any and all ways including those previously set forth in this Agreement.

**MY FILE:** I understand that I will receive copies of all correspondence and pleadings pertaining to my matter. My personal file will be the same as my attorney's file. If, for some reason, I require an additional copy of my file, I agree to pay the copying costs and the paralegal time to produce same, which shall be \$1.00 per page for black & white only, any excessive/additional time and expense to prepare file for client retrieval shall be paid at the time of request by client for their file. I agree to keep copies of all documents or other materials, which I furnish to my attorney. All documents or other materials which I furnish to my attorney shall become the property of the *Law Office of Brian L. Bennett, P.C.* I understand that the *Law Office of Brian L. Bennett, P.C.* keeps its closed file for five (5) years and, after that, the files are destroyed.

**WITHDRAWAL OF ATTORNEY OR CLIENT:** If I should fail to comply with the terms of this Agreement, I understand that the law firm is not required to appear in court, at arbitration or at mediation on my behalf, or to file a judgment, order, or other document or represent me in any manner until I have met my obligations under this Agreement. I further understand that the law firm reserves the right to withdraw as my attorney after ten (10) days' written notice to me at the last address I have provided, in writing. The law firm reserves the right to withdraw as my attorney, with or without just cause. I also understand that I may discharge the law firm for any reason by a written and signed notice from me. I further understand that I will be charged for the time expended by the attorney for preparation of a substitution of counsel or petition to withdraw as the attorney of record on my matter.

**NO GUARANTEES:** I agree that no member of the law firm has predicted or guaranteed any/the outcome of my case. I agree that no member of the *Law Office of Brian L. Bennett, P.C.* has predicted or guaranteed the amount of fees and expenses, which will be incurred in my representation. I understand that my total bill will depend upon the amount of time expended and the amount of expenses incurred.

**MODIFICATION OF THIS AGREEMENT:** This agreement shall only be modified in writing, signed by both myself and my attorney.

**I, \_\_\_\_\_ HAVE REVIEWED AND RECEIVED A COPY OF THIS ATTORNEY FEE AGREEMENT. I AGREE TO THE TERMS CONTAINED HEREIN AND I ACKNOWLEDGE THAT THERE ARE NO OTHER FEE AGREEMENTS, WRITTEN OR VERBAL, BETWEEN MYSELF AND THE ATTORNEY.**

**ACCEPTED BY:** \_\_\_\_\_ **[Print Name]**

**DATE:** \_\_\_\_\_

**CLIENT:** \_\_\_\_\_ **[Signature]**

**I, BRIAN L. BENNETT, ATTORNEY AT LAW, FOR THE LAW OFFICE OF BRIAN L. BENNETT, P.C.,**

**AGREE TO REPRESENT CLIENT IN ACCORDANCE WITH THE TERMS OF THIS ATTORNEY FEE AGREEMENT.**

**DATE:** \_\_\_\_\_

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Brian L. Bennett, IN 27736-45  
Attorney at Law  
**Law Office of Brian L. Bennett, P.C.**