
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 the 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 relative 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 issues identified here or attachment hereto:

Write “Yes” if the task is assigned to the Attorney and “No” if it is not.

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. Litigate Client's case on Client's behalf.

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, they will be specifically listed in an amendment to this Agreement and initialed 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.

4. Method of Payment for Services:

- a. Hourly Fee: The current hourly fee charged by the Attorney for services under this Agreement is \$_____. The hourly fee will be payable at the time of the service unless a different fee arrangement is established in clause 4b below. Attorney will charge in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour. ****CF

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- 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 the Client incurs them. Any interest earned will be paid to the C_Uca U6Uf: ci bXUfcb" H YXdcg[hlg' refundable. At the termination of services under h'lg5[fYá Ybzh Yfá Ubl] VUUBW of the deposit, if any, will be refunded to the Client.
- c. Costs: All costs payable to third parties in connection with Client's case including filing fees, investigation fees, deposition fees and other fees shall be paid directly by Client. Attorney will not advance costs to third parties on Client's behalf.
- d. 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. Attorney will provide no further services after receipt of this notice unless specifically agreed to by Attorney and Client. 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 as permitted under the C_ Uca U Rules of Professional Conduct. Notwithstanding Attorney's withdrawal, Client will remain obligated to pay Attorney at the U fYXfUYZfU`gfj Wgdfcj [XX'5hh YHfa]bUjcb`cZgfj Wgi bXf'h lg5 [fYá Ybz 5hcfbYrk]` 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. Arbitration of Fee Dispute: If a dispute arises between Attorney and Client regarding Attorney's fees or costs under this Agreement, Client agrees to submit the arbitration to the SSSSSSSSSSSS Bar Association for resolving the dispute.
9. Entire Agreement: This Agreement is the complete Agreement between Attorney and Client. If Attorney and Client decide to amend this Agreement, in any way, the amendment must be in writing, signed by both parties, and attached to this Agreement.
10. Effective Date of Agreement: The effective date of this Agreement will be the date when, having been executed by Client, one copy of the Agreement is received by Attorney and Attorney receives the deposit required by Paragraph 4b above. Once effective, this Agreement will also apply to services provided by Attorney on this matter prior to the effective date.

The foregoing is agreed to by:

(Print Client Name)	(Print Attorney Name)
(Client signature)	(Attorney Signature)
Date:	Date: