

ATTORNEY FEE CONTRACT
FLAT FEE

This AGREEMENT between KATRINA SPENCE of SPENCE LAW OFFICE,P.C., hereinafter referred to as ATTORNEY, and the undersigned CLIENT _____, hereinafter referred to as CLIENT, is subject to the following terms and conditions whereby it is AGREED:

I. MATTERS OF REPRESENTATION

The CLIENT hereby employs ATTORNEY to represent the CLIENT in the following matter(s):

II. ATTORNEY FEES AND EXPENSES

As payment and consideration for services rendered, the CLIENT agrees to pay attorney fees in amounts to be determined as follows:

A. Services for which Client is charged. The attorney fees charged by the Attorney are based not only on the amount of time required to handle the Client's matter, but upon the Attorney's knowledge, expertise, and experience, as well as the fact that, by undertaking representation in this matter, the Attorney will have less time and effort to devote to matters on behalf of other clients.

B. Amount of Fee. The fees charged to the Client is as follows:

<u>Matter</u>	<u>Fee</u>
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C. Expenses. In addition to Attorney Fees, the Client shall be responsible for all other costs and expenditures which may be required during the course of representation, including, but not limited to: Court Costs, Valuation and Appraisal fees, Professional Witness fees, Court-Appointed Evaluators and/or Guardians fees, Depositions Expenses (including the cost of transcripts and court reporter attendance fees), Any other fees for persons or documents the Attorney may deem necessary to assist in the preparation, trial, or proper handling of the Client's case, Postage expenses of more than \$2.00

III. ADDITIONAL FLAT FEE SERVICES

A. The following is a list of services, that depending on your specific, factual situation you may choose, or your attorney may recommend. We provide these services for the following additional fees:

- 1) Deposition \$350.00
- 2) Motion to Suppress \$600.00
- 3) Trial by Jury or Bench Trial \$3000.00

IV. PAYMENT AND COLLECTION OF FEES

A. The Client shall pay Attorney Fees in the amount of \$ _____, at the time of the execution of this Contract, or before the Attorney undertakes representation in the Client's matter.

B. The Client shall pay additional Attorney Fees in the amount of

\$ _____

_____ On or before the _____ day of _____, 20____.

- OR -

_____ Before the date of the following occurrence or event:

_____ From Client's Cash Bond.

C. Failure to comply with the above payment provisions shall result in the termination of this Contract and/or the Attorney's withdrawal from your case. The Attorney will not undertake representation or continue working on the matter if the Client has not fulfilled all of the terms of this Contract.

D. As the Law may permit, one party may request the Court for an award of Attorney fees from another party. Any attorney fee awards that are ordered and received shall be credited against the Client's account. The pursuit of fees and costs against another party is an additional service which the Attorney may perform on behalf of the Client; however, the Attorney and Client will discuss a fee basis before the Attorney would pursue that recovery.

E. In the event that it becomes necessary for the Attorney to take action, including filing suit or employing counsel to collect, as a result of the client's non-payment of Attorney Fees, the Client shall be responsible for additional attorney fees and court costs incurred as a result.

F. Interest shall accrue on all past due balances of thirty (30) days or more, at the rate of eighteen percent (18%) per annum.

V. ATTORNEY-CLIENT RELATIONSHIP

A. The cooperation of the Client is essential to successful representation. The Client must inform the Attorney immediately of any change of address, phone number, employment, as well as any change in the circumstances of the case. Full disclosure of all facts related to the case is essential to enable the Attorney. The Attorney shall protect such disclosures as permitted and required by the Attorney-Client Privilege. The Client must promptly complete and return all documents, such as interrogatories, authorizations, information, and requests, etc. The failure or inability of the Client to provide essential cooperation and information may make it necessary for the Attorney to withdraw from further representation.

B. The Client shall be solely responsible for decisions to offer, accept, or reject any compromise or settlement.

C. The work product of the Attorney, consisting of notes, memos and computer notes in the Client's file shall remain the sole and exclusive property of the Attorney. However, the Attorney shall promptly provide copies of any and all correspondence generated or received by the Attorney to the Client. The Client should keep all such copies in order to have a complete file of the Client's matter. In the event the Client requests a duplicate copy of the file or any of the file contents, the Attorney may charge a reasonable cost for producing same. In addition, once a Client's file is closed and placed into storage, the Client will be charged a fee of \$50.00 for retrieving the file from storage for copying purposes.

D. The Attorney retains the right to withdraw from representation in the event of the Client's failure to comply with Attorney Fee payments, in the event the Client fails to cooperate with the Attorney, in the event the Client assumes unreasonable or improper legal positions, or in the event there is a breakdown in the Attorney-Client relationship.

E. Likewise, the Client may discharge the Attorney at any time for any reason. In the event the attorney shall be compensated for the hours he or she has

spent representing the client, for the time expended by the Attorney to prepare and transfer the Client's file, and to communicate the status of the case with substitute counsel, at the rate of Two Hundred Ten Dollars (\$210.00) per hour. This shall not however, exceed, the flat fee being charged the client.

F. The Client acknowledges that the Attorney has made no guarantee regarding the disposition or outcome of the case or matter. Any statements by the Attorney relative to this case is only the opinion of the Attorney based on his experience, knowledge of the law and the facts as provided to him, and shall not be considered a prediction or guarantee.

G. This contract does not include representation for any appeal(s) from rulings of the trial court.

H. This contract is binding on Client, and all of the Client's heirs, executors, assigns, and personal representatives.

If applicable to my case I hereby give written consent for the Bureau of Motor Vehicles to release any and all information contained in their files to SPENCE LAW OFFICE, P.C.

The Client hereby acknowledges receipt of a copy of this Contract.

SPENCE LAW OFFICE, P.C., acknowledges receipt of the following:

_____ Filing fees in the amount of \$_____

_____ Attorney fees in amount of \$_____

ALL OF WHICH IS AGREED THIS _____ day of _____, 2011.

CLIENT SIGNATURE

KATRINA SPENCE #25103-64
SPENCE LAW OFFICE, P.C.
111 Library Lane
Valparaiso, Indiana 46383
Telephone: (219) 510-5232