

## **COLLABORATIVE RETAINER**

Please complete this retainer and return it to our office.

### **COLLABORATIVE LAW RETAINER AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ CAREFULLY

SHOULD YOU SO DESIRE, PLEASE HAVE THIS AGREEMENT REVIEWED BY  
INDEPENDENT COUNSEL BEFORE SIGNING

#### **INTRODUCTION**

You have retained PLACE & ARNOLD to advise you in connection with your Family Law Matter in which you and your spouse each has an attorney, and all have a shared commitment to arrive at a fair and equitable settlement without resorting to litigation. Rather than acting as adversaries, the collaborative participants discuss and confer to settle issues. Each party and his/her attorney have made a commitment to deal with each other honestly and fairly.

#### **SCOPE AND DUTIES**

We will represent your interests through the final settlement and filing of a judgment, subject to the following:

1. We will not be your attorney of record, except for purposes of preparation and submission of the documents comprising the Judgment Roll;
2. We will not represent you in litigation except to the extent that the parties agree to submit selected issues to a private judge or arbitrator. Our representation is terminated by any party's decision to litigate, whether or not it was your decision;
3. We will not represent you in any family or matrimonial law litigation against the other party should the Collaborative Process end before settlement. However, we will cooperate with you in transferring your file to new counsel.

We will keep you reasonably informed of the settlement process and will not agree to a settlement of any issue without your consent. We will promptly respond to your inquiries.

You acknowledge and agree that for so long as you participate in the Collaborative process, you are giving up your right to have your own expert(s), your access to the court system and the right to formally object to producing any documents or to providing any information to the other party that we determine is appropriate.

To this end, you agree to make full disclosure of the nature, extent, value of - and all developments affecting - your income, assets and liabilities. You authorize us to fully disclose all information that in our discretion must be provided to the other party and his/her attorney.

We both retain the right to withdraw from this contract if either of us feels we cannot abide by the principles of Collaborative Law by notifying the other in writing. We agree to give you fifteen (15) days notice of our intention to withdraw.

**THIS AGREEMENT FOR COLLABORATIVE LEGAL SERVICES** is entered into by and between PLACE & ARNOLD, referred to in this Agreement as "the Law Firm", "the firm" or "we", and \_\_\_\_\_ referred to in this Agreement as "the Client" or "you". This Agreement constitutes a binding legal contract and should be reviewed carefully, as set forth above.

**1. SCOPE OF REPRESENTATION:**

A. You are retaining the Law Firm to render services for:

**[ x ] The negotiation for settlement of a divorce matter' the preparation and/or review of a Separation Agreement, and the preparation and submission of the documents comprising a Judgment Roll upon the successful conclusion of negotiations.**

B. This Retainer Agreement does not cover any services related to any appeal or any other services which might be required following the entry of a final Judgment or Order, including but not limited to such matters as enforcement or modification. Our representation shall terminate with the completion of the matter or matters set forth above at subparagraph "A", unless extended by mutual agreement between us in writing.

C. You do authorize the Law Firm to take any steps which, in the sole discretion of the firm, are deemed necessary or appropriate to protect your interest in this matter.

**2. AMOUNT OF THE ADVANCE RETAINER PAYMENT AND WHAT IT IS INTENDED TO COVER:**

A. In order for us to begin our representation for this matter you will pay us an advance payment of our fees in the amount of \$\_\_\_\_\_. We will hold this in our trust account and bill you against this amount monthly. **When the balance in our trust account has been reduced to \$500.00, the retainer shall be replenished in the amount of \$1,000.00.**

B. **REFUNDABLE NATURE OF RETAINER PAYMENT** - At the conclusion of our representation of you, and after payment of our final bill, any advance payments that remain in our trust account will be refunded to you.

**C. CAVEAT ON TOTAL BILL -**

1. This retainer payment does **not** represent the amount of the overall fee which you may incur by virtue of our services. We do not know how much time your case will take, because we do not know what the disputed issues will be and how long negotiations or preparation of documents will last. Your cooperation in getting us information and in working with us on your case can considerably expedite the case and help reduce attorney fees.

2. The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket expenses or disbursements (such as messenger services, long distance telephone calls, telefaxes, photocopying, mileage, and excess postage) which are incurred on your behalf.

**D. CHARGE FOR TELEPHONE CALLS:**

It is the practice of our office to compute not less than two-tenths (2/10) of an hour for each telephone call, no matter how short its duration and such additional time as may actually be expended, whether the telephone calls are from you or to you or others, concerning your matter.

**E. CANCELLATIONS:**

You will be charged for one hours time for cancellations made on less than 72 hours notice, at the discretion of the attorney.

**F. HOURLY RATE:**

The hourly rates apply to all time expended relative to your matter, including but not limited to the following: office meetings and conferences; telephone calls and conferences; preparation, review and revision of correspondence, disclosure requests and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to your matter; legal research; meetings and conferences; file review; preparation time; travel time; and any other time expended on behalf of, or incurred in connection with, your matter.

**3. DISCHARGE AND WITHDRAWAL:**

You have the right discharge us as your collaborative law attorneys at any time and for any reason.

We have the right to withdraw as your collaborative law attorneys if you misrepresent or fail to disclose a material fact to us; if you fail to follow our advice; if you fail to make payments as required by this agreement; or if you demand that we do something unlawful or unethical. Further, our representation shall be terminated by any party's decision to litigate, whether or not it was your decision.

**4. INTEREST:**

You will be charged interest at a yearly rate of 18% on any balance due that is not paid within 30 days from the date of the bill. This law firm is not a financial institution. We strongly recommend that our clients seek methods of financing the case that avoids payment of interest to the law firm.

**5. OTHER ATTORNEYS RENDERING SERVICES:**

**A.** It is understood and agreed that the undersigned attorney will be in charge of, and be responsible for, the administration of your matter. However, we reserve the right to assign and delegate aspects of your representation as we deem appropriate.

**B.** Such assignment and delegation may include, but is not limited to: preparation of documents, disclosure requests and responses, settlement negotiations, preparation of agreements, preparation and conduct of depositions, and any other matter deemed by us to be appropriately delegated.

**C.** Likewise, law clerks and paralegals may be called upon to assist in legal research, document production, file organization, preparation and review of financial statements and data, and such other duties as are assigned by us.

## **6. RATES AND DISBURSEMENTS**

**A.** You agree to pay the Law Firm for legal services at the hourly rate of \$225.00. The Law Firm will not unilaterally increase our hourly rate.

**B.** In addition to the foregoing, your responsibility will include direct payment to the firm for expenses or disbursements advanced on your behalf, the same to include, but not necessarily be limited to: Filing fees, recording fees, charges of process servers, travel expenses, extraordinary copying costs (in excess of thirty (30) pages per document), messenger services, transcripts and the customary fees of stenographers referable to depositions in the event such are conducted.

## **7. EXPERTS:**

In order to properly protect your interests, it may be necessary to mutually retain outside experts such as appraisers, actuaries and accountants. You will be responsible for your agreed upon share of the expenses incurred for any such service which, in some cases, may have to be paid in advance depending upon the requirements of the particular expert. No expert or appraiser will be retained without your prior approval.

## **8. ITEMIZED BILLING:**

The Law Firm will send you monthly itemized bills. Upon receipt of our bill, you are expected to review the bill and promptly bring to our attention any objections you may have to the bill. While we try to keep accurate time records, we recognize the possibility of human error, and we shall discuss with you any objections you raise to our bill. (You will not be charged for time spent in discussing the bill.)

## **9. INFORMATION:**

**A. CLIENT'S DUTIES** - You, as the client, agree to tell us the truth, to keep us advised of your address and telephone number, to cooperate in the preparation and negotiation of the case, to appear on reasonable notice for meetings and conferences, to pay our bills on time, and to comply with the preparation and representation of your case.

**B. ATTORNEY'S DUTIES REGARDING PROVIDING INFORMATION** - We will keep you informed of the status of your case and we agree to explain the laws pertinent to your case, the available courses of action and the attendant risks. We will notify you promptly of any developments in your case, including scheduled meeting and conferences, and will be available for meetings and telephone conversations with you at mutually convenient times. From time to time, appointments may be made for personal visits to our office. Copies of all papers will be supplied to you as they are prepared, unless you request otherwise.

## **10. ARBITRATION OF FEE DISPUTES:**

While we seek to avoid any fee disputes with our clients and rarely have such disputes, in the event such a dispute does arise, you are advised that you have the right, under certain circumstances and at your election to seek arbitration to resolve the fee dispute. In such event, we will advise you in writing by certified mail that you have thirty (30) days from receipt of such notice in which to elect to resolve the dispute by arbitration, and we shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both of us, subject

to review by a Court under certain circumstances.

#### **11. CONFIDENTIALITY:**

Communications with us concerning your case are generally confidential and are protected from disclosure under attorney-client privilege rules. This privilege is not absolute, and we may be required to reveal information if necessary to prevent a crime or fraud. Your privilege of confidentiality can also be lost if you discuss our communications with other persons, including discussions held in four-way conferences. If the court or an arbitrator or arbitration panel is asked to decide the issue of attorney's fees in this case, your privilege can be lost, as well.

#### **12. CERTIFICATIONS:**

We have informed you that, pursuant to Court Rule, we are required, as your attorneys, to certify any Court papers submitted by you which contain statements of fact and, specifically, to certify that we have no knowledge that the substance of the submission is false. Accordingly, you agree to provide us with complete and accurate information which forms the basis of the Court papers that we prepare on your behalf and that you review and sign.

#### **13. NO GUARANTEES:**

You acknowledge that the firm has made no promises or representations to you, express or implied, concerning the outcome or result of your matter, other than that we will use our best professional efforts on your behalf. **We are unable to predict how long it will take to conclude the matter or how many hours of legal services, total cost of services or total disbursements and other expenses will be required to conclude the matter, beyond the terms and descriptions set forth above.**

#### **14. ACKNOWLEDGMENT AND UNDERSTANDING:**

**A.** You have read this Agreement in its entirety, have had a full opportunity to consider its terms, have had a full and satisfactory explanation of its terms, fully understand its terms and agree to them.

**B.** There are no additional or different terms or agreements regarding payment other than those expressly set forth in this written Retainer Agreement.

**C.** You were provided with, and have read, the Statement of Client's Rights and Responsibilities, a copy of which is attached to this written Retainer Agreement.

**D.** You were provided with, and have read and understood, the Collaborative Law Participation Agreement, a copy of which is attached to this written Retainer Agreement.

#### **15. CLOSING**

If this collaborative law representation and fee arrangement meets with your approval, kindly sign your name where indicated below, date the Agreement and return the same to me in the enclosed envelope. Upon receipt, we will forward a fully executed copy to you. Pursuant to Court Rule, a copy of this Retainer Agreement is required to be filed with the Court in which your final divorce is processed.

I look forward to working with you. We welcome and encourage your input and suggestions.

Sincerely,

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Robert M. Place, Esq.

I HAVE READ AND I UNDERSTAND THE ABOVE RETAINER AGREEMENT AND I  
ACCEPT ALL OF ITS TERMS.

Client's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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(name printed, please)