



BLACKHOUSE LAW, PLLC
Client Services Agreement
Hourly Retainer

Blackhouse Law, PLLC commits to resolving your legal matter as efficiently, effectively, and reasonably as possible under the circumstances of your case, with timely communication and transparent billing.

This agreement is between _____ (“client,” “clients,” or “you”) and Blackhouse Law, PLLC (“BHL” or “we”). Co-signor, if applicable: _____ is also a party to this contract and agrees to be jointly and severally liable for the payment of the retainer fee as described herein.

Client agrees to hire BHL for a minimum retainer of \$ _____.

BHL staff will track time at the rates outlined below and provide monthly timesheets, or more often if the case requires it. Generally, BHL estimates that most cases can be resolved to completion in the initial retainer amount; however, this is not guaranteed, and many factors can increase the total cost of attorney’s fees incurred in a matter. BHL promises to keep you updated on the progress of your case and all legal options, including a cost-benefit analysis of the attorney’s fees so the client can make informed decisions about their cases each step of the way.

Time is billed at \$250.00 an hour for attorney time and \$100.00 an hour for non-lawyer professional staff time. Out of pocket costs for filing parties are roughly \$165.00 for a new case or \$50.00 for a reopening fee, a summons fee \$2.50, and a service fee to a process server at roughly \$85.00. There could also be fees to request documents, mileage fees for a subpoena, certified mail fees to send notice or hire experts, and publication costs if a warning order is necessary. These costs will be indicated in separate line items on your invoice.

Other costs, such as expert witnesses or private investigator costs, can be incurred if your case warrants such. BHL will not hire experts or incur other out-of-pocket costs charged to the client without prior consent from the client and we will not engage or incur any out-of-pocket costs without those costs being deposited in the firm trust account available to be spent on the costs incurred.

The client can pay the initial retainer fee in full at the time of hiring or the client can set up a payment plan with BHL. All retainer fees are required to be paid ½ down and the balance in 60 days, or sooner. BHL offers interest free payment plans, customized to each client and timing of the case, but BHL works in progression with the client’s payment plan and will not perform work beyond the fees in the retainer.

Autopay is required for all payment plans. A 3% fee is added for payments made by credit card.

If you have a friend or family member paying some or all of your retainer, then it is important for client and cosigner to know that BHL’s ethical and legal obligations are to the client, regardless of who is paying the fee. BHL is happy to reasonably communicate with anyone that you authorize us in writing to communicate with. We ask that the client arrange for all third parties be present in calls, video-conferences, and emails if requested in the interest of being cost-efficient and avoid repeating the same information more than once (incurring repeat billing.) At the client’s discretion, or at our discretion, either

party can determine not to communicate with the third party. If we make this decision, we will explain to you why.

Contractually, the co-signer and client are agreeing to be jointly and severally liable for full payment of the retainer fee as outlined in this agreement and agreed to as indicated by the signature(s) below.

By signing this agreement, all parties expressly agree that no dispute with the law firm will be raised or adjudicated by the credit card company. All parties agree that these charges cannot be reversed by the credit card company and any dispute will be resolved between BHL and the client/co-signer with no involvement from the credit card company.

The client agrees to be professional and timely in their communication with BHL, including responding to all emails within three business days. It is the client's responsibility to provide information and evidence, emails, text messages, and documents in the format requested by BHL and at the time BHL requests it. BHL will assist the client as much as possible with technology issues to ensure BHL obtains the evidence in a useful format.

Legal issues are compounded by social media. For the duration of your case, you agree to refrain from posting anything related to your case. Everything about your life is on trial.

BHL is a paperless office. All documents provided to us are scanned and returned to the client at the time the documents are provided. BHL maintains electronic files and will provide your file either by printing the file at the client's cost or sending the file to print or via batch emails at one week's request. The client expressly releases BHL for any breach of electronic programs, websites, and/or third-party services used by BHL. BHL provides electronic copies of all documents related to the matter to the client as close to contemporaneously as possible. BHL takes reasonable steps to maintain an electronic file for five years. BHL does not accept original documents except as necessary for presentation of it as an exhibit in court. The client acknowledges that BHL shreds all paper documents after digitizing them, and agrees to wait while any document (s)he wishes returned to be scanned and returned before leaving BHL offices.

The client has an absolute right to terminate any law firm at any time. If the client decides to terminate BHL's representation, the client agrees and acknowledges that BHL typically must obtain approval from the court to withdraw, and that if that permission is denied, BHL is required to remain as your representation.

If the client refuses or fails to communicate with BHL at all or the communication is consistently disrespectful, or if the client fails to cooperate in the representation, fails to pay, and/or any other conduct with renders the continued representation unreasonably difficult or time-consuming, including unreasonable demands or failing to follow legal advice or the processes of BHL, BHL may seek to withdraw upon its election.

All fees and costs are due when services are rendered. All action may be taken under the law to collect fees earned and costs incurred. Upon default, client and co-signer expressly agree to a \$25.00 per month surcharge on all past due accounts and that 10% (or the highest rate allowed by law) pre-judgment interest is calculated from date of judgment. The client and co-signer express agree they are jointly and severally liable for all attorney's fees, costs, interest, and surcharges related to default and collection efforts.

Client

Date

Co-signer

Date

Co-signer

Date