

Sample Flat-Fee Agreement

[LAW FIRM] FLAT-FEE AGREEMENT

_____ hires [NAME/LAW FIRM] to pursue claims he or she may have in connection with [INSERT DESCRIPTION OF REPRESENTATION WITH REASONABLE DETAIL].

FLAT FEE: You have retained us on a flat-fee basis. You will pay us \$_____ as the entire fee for the representation described in this agreement. This fee is earned on receipt, and will not be deposited into our client trust account.

COSTS: You agree to pay for all actual out-of-pocket costs we incur on your behalf. Typical costs include: filing fees, service of process, depositions, expert witness fees, travel expenses, long-distance telephone calls, outgoing fax (at [INSERT RATE] per page), Federal Express, courier services, and delivery charges, photocopying (at [INSERT RATE] per page), and online database retrieval charges (Lexis, Westlaw, etc.).

We may elect to cover certain out-of-pocket costs on behalf of you, but we reserve the right to seek reimbursement from you. You agree to reimburse us for such out-of-pocket costs. We will not incur costs in excess of \$_____ on behalf of you without first obtaining your consent.

[NOTE TO LAWYER: You should determine whether this cost language is appropriate. If costs are already included as part of the flat-fee payment, then this language should be modified accordingly.]

TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS: Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services.

REFUND: If you terminate the representation before we have provided all legal services described in this agreement, you may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination.

CLIENT'S RESPONSIBILITIES: We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to Firm's representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters,

responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

SETTLEMENT: We will not enter into a settlement without your consent.

DOCUMENT RETENTION: At the end of the representation, we will turn over the file to you. If you do not want the file, you agree the file may be destroyed in accordance with our document retention policy. Currently, it is our policy to destroy files five years after the termination of the representation.

NOTE TO LAWYER: You may need to modify the retention term depending on the type of representation and whether you have accepted original documents from the client. *See Ariz. Ethics Op. 08-02*]

ARBITRATION OF FEE DISPUTES: If a dispute arises between you and us regarding our fees, the parties agree to resolve that dispute through the State Bar's Fee Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at 602-340-7379.

NO ADVICE REGARDING THIS FEE AGREEMENT: We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER.

DATED this ___ day of _____, 20__.

Client's Name

DATED this ___ day of _____, 20__.

Lawyer's Name