



## CONTRACT OF EMPLOYMENT

This Agreement, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between \_\_\_\_\_, (hereinafter called Client) and Christopher Lusby, (hereinafter called Attorney).

Lusby Law, PA cannot guarantee the results of the litigation to Client and has so informed Client; the Attorney accepts employment by Client without any promise or guarantee of results.

Client is informed and agrees that for the purposes herein, the term "costs" shall include any and all charges incurred by reason of the litigation including costs for depositions (including court reporter fees), court costs, professional fees (including expert witness fees) incurred in the preparation, prosecution and/or defense of this case, commissioner's costs, bailiff's fees, long distance telephone charges, copies and all costs incidental thereto. These costs are IN ADDITION to Attorney's fees and are payable in advance or, if billed, within 10 days of billing therefor.

### Scope:

Client agrees to pay Attorney, and Attorney agrees to accept as his fee, the following:

1. A \$\_\_\_\_\_ initial retainer fee, plus costs incurred, of which the \$\_\_\_\_\_ is non-refundable and earned upon receipt. If circumstances necessitate, and to cover **costs** associated with the employment, additional fees may be required.
2. Client agrees to pay in installments agreeable with attorney and client or in one sum an additional \$\_\_\_\_\_ to be held in trust and billed against.
3. Additional services beyond the first \$\_\_\_\_\_ will be discussed and agreed in writing between Attorney and client.
4. Client understands that the initial retainer is quoted as a flat fee for services, but if client either requires more of the Attorney's time and attention than is typical for the relevant services then additional costs will be incurred by the Client.
5. Any fee awarded the Attorney by the Court against the opposing party and paid by the opposing party shall be credited against the total fee due.
6. Client agrees to keep Attorney's office informed of any and all address and telephone number changes.
7. Attorney reserves the right to withdraw as counsel for Client, should Client fail to pay the amount as set forth above or if Attorney, upon further investigation of Client's case, decides in his professional judgment that pursuit of Client's case is inadvisable.

## **STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES**

### **The client has the right:**

1. To have their attorneys diligently advocate their interest within the bounds of the law and legal ethics.
2. To have the fee arrangement fully and completely explained prior to entering into any agreement for services.
3. To have a written retainer agreement describing the financial terms of their relationship between the client and the attorney.
4. To refuse to enter into an unacceptable fee arrangement or modification of a fee arrangement.
5. To be provided information as to the attorney(s) who will be primarily responsible for their matter and all other legal staff who will be working on the matter as well as information as of the costs for those individuals.
6. To be provided bills on a regular basis, itemized as to the charges and time spent on each activity.
7. To be informed of and be present at any court proceeding involving their case unless otherwise ordered by the court.
8. To be provided copies of all documents presented to the court by any party in their matter unless otherwise ordered by the court.
9. To be afforded reasonable access to their attorneys.
10. To make the final decision as to whether, when, and how to settle their case and as to economic and other positions to be taken with respect to issues in the case.

### **The client is responsible to:**

1. Provide full and accurate information to their attorneys regarding their matter.
2. Be available to participate in a timely fashion regarding their matter and respond reasonable to request from their attorneys.
3. Advise their attorneys promptly of any change in their lives that might reasonably be expected to affect the handling of their matter.
4. Pay for the legal services rendered on their behalf within the time period set forth in the retainer agreement.
5. Diligently review all bills submitted by their attorneys and raise any objections regarding billing within a reasonable time.
6. Not take any position in the matter for any improper purpose, such as intentionally delaying the proceeding to increase the cost to other litigants.
7. Not seek to use their attorneys for any improper means and to communicate with their attorney in an appropriate manner and at appropriate times (M-F 9am-5pm) unless there is an emergency.
8. Recognize and be responsible for the costs associated with any action initiated or requested by the client.
9. Provide sufficient time for their attorneys to explain the financial costs and other ramifications of a potential action in the matter and reasonably consider the advice of their attorneys.

The Client and Attorney each accept a copy of this Contract of Employment and acknowledge that this is the entire agreement between Client and Attorney for the purposes described above.

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[Attorney]

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[Client]