

AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL

(Domestic Retainer Contract)

THIS AGREEMENT, a contract for employment of legal counsel, is made and entered into this _____ day of _____, 1998, by and between _____, Charlotte, North Carolina, 28280, hereinafter referred to as "the Firm", and _____, a resident of _____ County, North Carolina, hereinafter referred to as "the Client".

By signing this Agreement, Client employs the Firm to represent Client in the areas checked below:

- Seeking/Defending a claim for alimony and related relief from the spouse of the marriage;
- Seeking/Defending a claim for an award of child custody for Client and support on behalf of the minor children of the marriage;
- Seeking an equitable division of property of the marriage;
- Seeking/Defending a motion for modification of an existing order;
- Seeking an absolute divorce;
- Seeking/Defending a motion for contempt;
- Seeking/Defending an Order for specific performance;
- Seeking/Defending other relief.

Representation shall include all action necessary to protect the legal rights and interests of the Client, including but not limited to investigation of the facts surrounding the entire relationship between Client and spouse; a determination of property owned by the parties; legal research; settlement negotiations; preparation of necessary legal actions, including trial and appeal of same; enforcement of orders; collection of judgments; and the like.

In consideration of the legal services to be furnished by the Firm, Client shall pay the Firm pursuant to the following fee arrangements.

LEGAL SERVICES. Legal fees will be charged at different rates for partner attorney time, associate attorney time, and paralegal time according to the standard rates of the Firm at the time services are rendered. A copy of the current rates is attached hereto and incorporated herein by reference.

BILLING RATES. Your fees will be determined by the billable time spent by employees of the Firm in providing your legal services. When any particular employee works on your legal matter, the fee charged will be determined by multiplying that employee's billing rate times the billable time spent.

Different employees have different billing rates. The billing rates are expressed in dollars per billable hour. These rates are established according to ability, experience and other factors permitted consideration by the North Carolina State Bar.

Your billing rate may change in two ways. First, the rates for future employees of the Firm are obviously not shown on the attached schedule. If new employees work on your legal matters, you will be charged for their billable time at the rates established for them by the Firm. Secondly, at least once each calendar year (usually in April) the billing rates of all employees of the Firm are reviewed and may be increased. You will not be notified when these billing rate changes occur. However, you are always welcome at any time to a copy of the Firm's current billing rate schedule. Just telephone our Financial Administrator and ask for a copy.

BILLABLE TIME. Billable time will be charged in tenths of hours and will be rounded up to the nearest one-tenth of an hour. "Billable hours" will be based primarily on the actual time spent in connection with your legal matter but may be affected by other factors (such as the nature of the employment the amount involved, the results obtained, and our experience and ability) adopted by the North Carolina State Bar as a part of Rule 2.6(b) of the North Carolina Rules of Professional Conduct. This rule state: "Factors to be considered in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skills requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent."

These factors may result in a charge that is either more than or less than an actual time-spent charge. In particular, the actual time spent is likely to be less than the "billable hours" in areas where our efficiency is aided by forms development, standardization, automation, etc. In contrast, the "billable hours" will be less than the actual time spent where our efforts are duplicated for our convenience.

EXPENSES. All expenses the Firm incurs or advances in connection with providing legal services will be billed separately. Certain items are charged at standard rates as shown on the attached schedule. These rates may be changed in the same manner as the billing rates for employees of the Firm. The administrative fee shown on the attached schedule is a one-time charge applied to each new matter undertaken for you by the Firm to defray the time and expense incurred in establishing the file for that matter in our office. It covers such items as getting the matter set up on our computer, opening the

physical matter file (and subfiles), and the cost of the separate word processing disk or disks or other media set aside for that matter and its file.

All variable expenses will be billed according to the actual amount of the expense. Examples of variable expenses are recording fees, filing fees, court costs and deposition expenses.

RETAINER DEPOSIT. We require an initial deposit of \$ _____ of which \$ _____ will be a nonrefundable reservation fee. We will not start work until we receive this deposit. This deposit will be applied toward the statements rendered. You will maintain with us at all times a deposit of at least \$ _____. We may require that this amount be increased if we determine that handling your matter will cost considerably more than previously anticipated. Upon the rendering of our statement, you will be required to pay to us sufficient funds to replenish the deposit and pay the balance of any statement remaining unpaid after the funds already on deposit are used up. These deposits you maintain with us will not bear interest.

BILLING FREQUENCY AND LATE CHARGES. You will be billed at least monthly. All statements are due upon receipt. All amounts not paid within thirty (30) days of the billing date are subject to late charges on the outstanding balance at the rate of 1-1/4% per month. All payments received from you will be applied first to any late charge due.

BUSINESS HOURS. Our standard billing rates apply during our normal business hours (8:30 a.m. to 6:00 p.m., Monday through Friday, excluding holidays). The same rates will apply if we elect to perform work for you outside of these normal business hours. However, if we perform work for you outside of these hours for reasons beyond our reasonable control or at your request (such as when you telephone one of us at home), the billing rate for such work will be 150% of the normal billing rate.

PERSONNEL. You are employing our firm instead of any particular individual or individuals, and we reserve the right to decide who will handle all or any portion of our work for you.

TERMINATION OF SERVICES. You may terminate our representation of you at any time. Any termination of our representation of you does not relieve you of the obligation to pay any amounts owed to us for expenses incurred through the date of termination. Also, any termination does not relieve you of the obligation to pay to us the entire fee we would have been entitled to if we had been permitted to complete our representation of you.

We may terminate our representation of you if:

- (1) We discover any conflict of interest;
- (2) You fail to pay immediately when due any amounts required to be paid under this Agreement;
- (3) Court (Or administrative) approval of our charges is at any time required and approval of 100% of the charges is not obtained;
- (4) The amount of billable but unbilled time and expenses incurred plus the billable time and expenses certain to be incurred in the next essential step in our representation of you are not equal to or less than the advanced fee and expense deposit we have on hand, and you fail to provide the indicated additional deposit;

- (5) We discover that you have made any misrepresentation in connection with the matter that we are handling for you, or we discover any material variance between the facts as related to us by you and the facts as they actually exist;
- (6) You fail to heed our advice or recommendations or otherwise do not cooperate with us in our representation of you; or,
- (7) We have a disagreement over what legal matters the Firm is supposed to be handling for you.

Although Client shall ultimately control and decide whether to accept any proposed settlement made by spouse or his/her counsel in connection with the above matter, Client agrees neither to engage on his/her own behalf in attempts to settle or compromise the claim, nor to make any settlement of the matter without prior approval of the Firm, it being acknowledged that the Firm is employed and one of its principal roles will be to attempt to settle all claims without the necessity for filing litigation.

Client grants the Firm the authority to represent Client in the above matters and to enter appearances on behalf of Client in any court pursuant to N.C.G.S. Section 84-11.

MISCELLANEOUS TERMS. We dislike being technical with our clients, but good business sense tells us to include these next clauses. (If you want to know why, ask me.)

- (1) Each provision of this Agreement is severable. The invalidity or unenforceability of any provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement.
- (2) By signing below you indicate your understanding that we have not made an agreement with you or promises to you about the outcome or result of your legal matters. Also, you agree to notify us immediately in writing if (i) you feel or believe any matter is not receiving proper attention or is otherwise not being properly handled, or (ii) you suspect any misunderstanding about what we are to do for you.
- (3) By signing below you agree that this Agreement has been thoroughly explained to and reviewed by you before you signed it, or that you had an ample opportunity to review it and have it fully explained to you.
- (4) If you fail to pay the amounts due to us under this Agreement, you agree to pay all reasonable attorneys' fees and other expenses incurred by us in collecting the amounts due.
- (5) After completing the work for you, we will dispose of everything in the file except formal documents, judgments and orders, after first giving you a chance to come get it so you can keep it. We will keep the pleadings or formal executed documents in your file for any matter we handle for you for at least three years after the matter is finished.
- (6) If any funds of yours are in our possession at any time, we may deduct from those funds and pay to ourselves any unpaid amounts we have billed you.

COMMUNICATION. We encourage you to ask immediately any question you have about our charges.

We promise to provide prompt, accurate answers. We expect you to inform us of any complaints about any bill immediately after it is sent to you.

Please indicate your agreement by signing in the space provided below and returning this contract to us immediately. Thank you for giving us the opportunity to do your legal work.

Dated this _____ day of _____, 1998.

SIGNED: _____ (SEAL)

By: _____ (SEAL)