

# MASTER FEE AGREEMENT – 90 Day Advice & Counsel

## 1. Identification of Parties.

This agreement is between xxxxxxx, Alaska Bar #xxxxx, hereafter referred to as “attorney” and \_\_\_\_\_, hereafter referred to as “client.”

## 2. Type of the Case.

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## 3. Attorney’s Responsibilities & Financial Terms.

### Scope of Services

For the next 90 days, attorney agrees to provide the following services at the rate of

\$\_\_\_\_\_per hour:

- Initial intake and analysis of case.
- Review of documents provided by client.
- Develop ideas for next steps in the case.
- Drafting documents as agreed in a separate writing.
- Discovery Coaching.
- Discovery Assistance as agreed in a separate writing.

### Who will work on your matter.

I will be the attorney responsible for your matter. For efficiency purposes, I may delegate work. Work is billed in a minimum of six-minute increments. The hourly rates of the staff my office for the services described above are:

- Paralegal:                      Hourly rate:
- Legal Assistant:              Hourly rate:

### Payment and Billing.

Client agrees to the following:

- A. Payment for the initial consultation is due at the conclusion of the first meeting.
- B. Advance payments and billing statements.

In order to begin services after the initial consultation, the client will make an initial advance payment of \$\_\_\_\_\_. This amount shall be held in the trust account and the client will be billed regularly against the amount held in trust. **If the balance of the trust account reaches \$\_\_\_\_\_, the client shall replenish the initial retainer so that the trust account is restored to \$\_\_\_\_\_.** All deposits and payments can be made via check or cash. Client is responsible for all NSF fees.

- C. The one-time administrative fee of \$50 payable at the start of the case represents administrative costs the firm incurs in opening a file, entering your data into firm document control systems, and basic telecommunication services. If you paid this under a separate fee agreement, you will not be charged under this fee agreement. This office strives to use technological efficiencies such as e-mail, cell phone calling plans with no long distance, digitizing documents and the like to reduce administrative costs. However, out-of-pocket expenses or disbursements (such as messenger services, long distance telephone calls, telefaxes, photocopying, mileage, and excess postage) may be unavoidable, and the client is responsible for these additional expenses as billed.
- D. In the event that any bill is not paid within fifteen (15) days, the attorney reserves the right to cease providing any legal services on behalf of the client until payment is received or other satisfactory arrangements are made and confirmed in writing. The attorney cannot be a financial institution. In the alternative, the attorney reserves the right to withdraw as attorney, and the client agrees to sign all documents necessary for the attorney to withdraw, upon request.
- E. CHARGE FOR TELEPHONE CALLS AND E-MAIL CORRESPONDENCE - It is the practice of this office to compute not less than two-tenths (2/10) of an hour for each telephone call and e-mail correspondence, no matter how short its duration and such additional time as may actually be expended, whether the telephone calls or e-mail exchanges are from the client or to the client or others, concerning the client's matter.
- F. The hourly rates apply to all time expended relative to this matter, including but not limited to the following: meetings and conferences; telephone calls, e-mail exchanges and conferences; preparation, review and revision of correspondence, disclosure requests and responses, affidavits and affirmations, or any other documents, memoranda, or papers relating to the matter; legal research; file review; and travel time.

**Note about the final bill:**

The attorney does not know how much time the client's case will take, because it is not known what the disputed issues will be and what will be required. The client's cooperation in gathering information and in working with the attorney can considerably expedite the case and help reduce attorney fees.

**4. Client's Responsibilities and Control.**

Client will remain responsible for and in control of her own case at all times. Attorney IS NOT entering an appearance in the case, and therefore IS NOT the attorney of record. Client remains the attorney of record, and is ultimately responsible for meeting court deadlines. This means that client will be

responsible for understanding the issues, resolution options and potential consequences of those resolution options.

In addition, client agrees to:

- A. Cooperate with attorney or her office by complying with all reasonable requests for information in connection with the matter for which client is requesting services.
- B. Inform attorney of the specific parts of the case for which client requests attorney's assistance.
- C. Review and evaluate all information provided by attorney.
- D. Keep attorney or her office advised of client's concerns and any information pertinent to client's case.
- E. Provide attorney with copies of all correspondence to and from client relevant to the case.
- F. Notify attorney of any pending negotiations, hearings, contractual deadlines or litigation.
- G. Keep all documents related to the case in a file for review by attorney.
- H. Sign all relevant papers, agreements or findings relative to the case.
- I. Immediately notify attorney of any changes of work or home addresses or telephone numbers of the Client.
- J. Immediately notify attorney if the client receives any new pleading, motion, letter, or other documents from anyone regarding the matters at issue in this case. Anyone means any person, agency or entity, regardless of whether the client thinks the communication is relevant. Client shall provide the attorney with a copy of the item received, as well as the date it was received by the client.

#### **5. Limitation of Attorney's Responsibilities.**

Attorney will perform specific legal tasks identified in paragraph 3 above consistent with attorney's ethical and professional responsibilities, including strict confidentiality, and based on the information available to the attorney.

In providing those services, attorney WILL NOT:

- A. Represent in court, appear for, or sign papers on client's behalf.
- B. Draft documents, unless agreed to in a separate writing.
- C. Make decisions for client about any aspect of the case.
- D. Determine likely outcomes of disputed matters in court.
- E. Determine an appropriate settlement of the case.
- F. Litigate client's case on client's behalf.
- G. Protect client's properly or position by means of restraining orders while discovery and/or negotiations are in progress.

Nothing in this agreement prohibits the attorney and client from entering into a separate limited scope services agreement for distinct services. Any amendment to this agreement must be in writing. A separate retainer agreement must be entered into if you wish for the firm to represent you in related proceedings. The firm reserves the right to decline future requests for representation without explanation.

**6. Appeals and other related proceedings.**

This representation is limited to the items enumerated in paragraph 3 and does not include representing you in any appeal or other proceedings. Please take note of the following:

**Notice of Deadlines to File for an Appeal**

**Custody cases**

In appeals from final judgments for child custody, you have **15 days** from the date shown in the clerk's certificate of distribution at the bottom of the [final judgment](#), [decree](#) or [decision](#) to file a [Notice of Appeal](#). This includes child custody issues in custody, divorce, dissolution and domestic violence protective order cases. It also includes adoption, child-in-need-of-aid (CINA), and guardianship of minor proceedings.

**Most civil cases**

For most civil cases, you have **30 days** from the date shown in the clerk's [certificate of distribution](#) at the bottom of the [final judgment](#), [decree](#) or [decision](#) to file a [Notice of Appeal](#).

**Special circumstances**

There are other special types of cases that have different deadlines to file an appeal. Please read [Appellate Rules 216-220](#) to see if your case has different deadlines, or talk with an attorney.

More information can be found at:

<http://www.state.ak.us/courts/shc/appeals/appeals.htm>

**7. Discharge of Attorney.**

Client may discharge attorney at any time by written notice effective when received by attorney. Unless specifically agreed by attorney and client, attorney will provide no further services on client's behalf after receipt of the notice. Notwithstanding the discharge, client will remain obligated to pay attorney at the agreed rate for all services provided and to reimburse attorney for all costs incurred prior to such discharge.

**8. Withdrawal of Attorney.**

Attorney may withdraw at any time as permitted under the Alaska Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to the following:

- A. The client consents;
- B. the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively; or
- C. the client fails to pay attorney's fees or costs as required by his or her agreement with the attorney.

Notwithstanding attorney's withdrawal, client will remain obligated to pay attorney at the agreed rate for all services provided, and to reimburse attorney for all costs incurred before the withdrawal.

**9. No Guarantees.**

Although attorney may offer an opinion about possible results regarding the subject matter of this agreement, attorney cannot guarantee any particular result. Client acknowledges that attorney has made no promises about the outcome and that any opinion offered by the attorney in the future will not constitute a guarantee.

**10. No Tax Advice**

Attorney does not provide tax advice. Because a financial settlement in a divorce case is likely to have tax consequences, attorney advises client to consult with a tax professional before entering into a final agreement of the division of marital property.

**11. Resolving Disputes Between Client and Attorney.**

- A. Notice and Negotiation. If any dispute between client and attorney arises under this agreement regarding the payment of fees, attorney's professional services rendered to or for client, and any other disagreement regardless of the nature of the facts or legal theories involved, both attorney and client agree to meet and confer within ten (10) days of written notice by either client or attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.
  
- B. Mediation. If negotiations fail, client and attorney will attempt to agree on a mediator whose role will be to facilitate further negotiations. If the attorney and client cannot agree on a mediator within fifteen (15) days of the failed negotiations, they will request that the Bar Association select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. The attorney and client shall share the costs of the mediation. Nothing in this provision shall constitute a waiver of client's rights to State Bar fee arbitration or a trial *de novo* after an Alaska Bar Association fee arbitration.

**12. Choice of Law**

Any disagreement or dispute arising under this agreement shall be decided in accordance with the laws of the State of Alaska. Any related suit shall be filed in the Alaska State Court.

**13. Entire Agreement.**

This agreement is the complete agreement between the client and the attorney. The client and attorney must agree in a separate writing if the attorney is to draft any documents.

**14. Effective Dates.**

This agreement will be effective upon the client providing a signed copy to attorney. Once effective, this agreement will, however, apply to services provided by attorney on this matter before its effective date. This agreement expires 90 days after the date of the attorney's signature.

The foregoing is agreed to by:

\_\_\_\_\_  
xxxxx, Attorney  
Alaska Bar #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date