

Flat Rate Attorney-Fee agreement

Editor's Notes: *The form below is a compilation of many useful ideas and is originally based upon a Colorado contract recommended for use between a lawyer and client for "flat rate" work.*

Here are the issues you need to consider when using a flat rate agreement:

- **Know what you're doing:** *The agreement to perform services at a flat rate requires a high level of competency and experience in the area of the law covered, including anticipated completion times and expected costs and practice variables. Therefore, always list the expected tasks which are covered by the fee and ensure that unexpected tasks will require modification of the fee agreement.*
- **Use of Trust Account?** *Many states' ethical rules require that flat fees paid in advance of the legal work should be held in the lawyer's trust account and paid either via task completion, stage-of-work completion, or certain other milestones of time or events. However, many of those same states allow the lawyer and client, at the inception of the "flat fee agreement," to waive that requirement and agree in this contract that the lawyer may deposit the entire prepaid flat fee into the lawyer's operating account. Thus, the user should -- at minimum -- determine if his/her ethical rules require use of a trust account for unearned portions of flat fees and whether that requirement can be waived.*

Therefore, this sample agreement is made available and provided for individual review and analysis, and it is delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable disciplinary rules or other practice rules.

–Claude Ducloux, Director of Education, LawPay

Form Flat Fee Agreement

The client _____ (“Client”) retains _____ (“Lawyer” [or “Firm”]) to perform the legal services specified in Section I, below, for a flat fee as described below.

I. Legal Services to Be Performed.

In exchange for the fee described in this Agreement, Lawyer will perform the following legal services (“Services”): *[Insert specific description of the scope and/or objective of the representation. Examples: Represent Client in DUI criminal case in Jefferson County; Prepare a Will (or other document). For greatest safety, list the tasks you anticipate completing]*

II. Flat Fees in Stages.

This is a flat fee agreement. Client will pay Lawyer [or Firm] the fees listed below for Lawyer’s [or Firm’s] performance of the Services described in Section I, above, plus costs as described in Section VI, below. Client understands that Client is NOT entering into an hourly fee arrangement. This means that Lawyer [or Firm] will devote such time to the representation as is necessary, but the Lawyer’s [or Firm’s] fee will not be increased nor decreased based upon the number of hours spent.

III. When Fee Is Payable. *[select one of these clauses]*

Client shall pay Lawyer [or Firm] *[Select the terms of your agreement, for example]*

\$2,000 for Service #1 defined as the following: an evaluation of the numbers in the employment offer made to Client. This service would analyze the salary, bonus structure and shares or optioned shares for the services to be performed by Client for the offeror. If no offer is received while this attorney-client agreement is in effect, this fee is reduced to \$500.

\$2000 for Service #2 defined as the following: evaluation of the legal and tax structuring and implications resulting from the contract offered. . If Attorney does not spend more than 1 hour on such analysis, the fee is reduced to \$500.00

All payments may be made by cash, check or credit card. Should you desire to pay by credit card, Lawyer uses LawPay, which is a safe and secure credit card solution endorsed across the country for use by lawyers and law firms. Payment links are listed in Paragraph IV below. Fees paid in advance shall be placed in Lawyer’s [or Firm’s] trust account and shall remain the property of Client until they are earned. When the fee or part of the fee is earned pursuant to this Agreement, it becomes the property of Lawyer [or Firm].

IV. When Fee Is Earned.

To begin the Service Processes defined above, Client shall pay the sum of \$2000 into Attorney's Trust account. No tasks shall be commenced under this agreement until such advanced fee payment is placed into Attorney's Trust account.

[In states which allow attorney and client to waive putting unearned fees in Trust account until earned, use a version of this] Client has been informed of the requirement, absent waiver, that unearned fees remain in Attorney's Trust account. Client hereby waives any requirement that unearned fees be deposited into the Lawyer's Trust account until the legal services are being performed.

Upon completion of Service #1, Attorney shall be entitled to transfer the sums held in trust to Attorney's Operating account. If Service #2 is requested, those fees shall also be required to be deposited into the Attorney Trust Account under the same conditions and payment as Service #1.

Payment by credit card may be made by using this hyperlink:
[these are a sample hyperlinks only] <https://secure.lawpay.com/pages/xxxx/operating>

(Option B: Payments into trust to be transferred in stages)

Upon payment of the fees in accordance with Paragraph III above Lawyer shall deposit the fee(s) into the [Lawyer's/Firm's] Trust Account, and thereafter the fee shall be considered earned and transferred to the Lawyer's operating or other appropriate account immediately upon the completion of the following activities, events or stages:

Description of increment: <i>[describe task or event]</i>	Amount earned: _____
Description of increment: <i>[describe task or event]</i>	Amount earned: _____
Description of increment: <i>[describe task or event]</i>	Amount earned: _____

[continue as necessary]

Funds deposited into attorney trust accounts do not earn interest for Client. Payment by credit card into the attorney trust account may be made by using this hyperlink:
<https://secure.lawpay.com/pages/attorneyname/trust>

(Option C: Completion)

The flat fee will be earned when Lawyer [or Firm] provides Client with *[Select one: the Will, the Power of Attorney, the contract, other specified description of work]*.

Payment by credit card may be made by using this hyperlink:
<https://secure.lawpay.com/pages/aattorneyname/operating>

V. Right to Terminate Representation and Fees on Termination.

Client has the right to terminate the representation at any time and for any reason, and Lawyer [or firm] may terminate the representation in accordance with Rule [XXX] of *[your state's rules]*. In the event that Client terminates the representation without wrongful conduct by Lawyer [or Firm] that would cause Lawyer [or Firm] to forfeit any fee, or Lawyer [or Firm] justifiably withdraws in accordance with Rule [xxx] from representing Client, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned by Lawyer [or Firm] as described in Paragraph II above, up to the time of termination. In a litigation matter, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned up to the time when the court grants Lawyer's motion for withdrawal. If the representation is terminated between the completion of increments described in Paragraph III above, Client shall pay a fee based on [an hourly rate of \$_____] [the percentage of the task completed] [*other specified method*]. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable.

VI. Costs.

Client is liable to Lawyer [or Firm] for reasonable expenses and disbursements. Examples of such expenses and disbursements are fees or costs payable to the Court, Court reporters, and expenses involved in preparing exhibits. Such expenses and disbursements are estimated to be \$_____. Client authorizes Lawyer [or Firm] to incur expenses and disbursements up to a maximum of \$_____, which limitation will not be exceeded without Client's further written authorization. Client shall reimburse Lawyer for such expenditures [*Select one: upon receipt of a billing, in specified installments, or upon completion of the Services*].

Dated: _____

CLIENT:

ATTORNEY [FIRM]:

Signature
[client contact information, cell, email]

Signature
[attorney full contact information]

Freelance Work Agreement Independent Contractor - Hourly Rate

Editor's Note: *The use of any Freelance Work agreement requires a high level of competency and experience in the area of the law covered, anticipated completion times and expected costs and practice variables. Further, the user should review applicable disciplinary rules and ethical guidelines to ensure compliance with any limitations imposed. Therefore, this sample agreement is made available and provided for individual review and analysis, and it is delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable practice rules. –Claude Ducloux, Director of Education, LawPay*

This agreement is entered into between [Law Firm] ("Law Firm") and [Name of freelance attorney], the undersigned freelance attorney ("Freelance Attorney").

1. Project. Freelance Attorney agrees to complete [Name or title of project] on a contract project basis for Law Firm. The scope of the project includes [Describe scope of work to be done on project, including name of case and deadline]. Freelance Attorney and Law Firm will routinely consult and agree on the logistics and other details of the performance of this Agreement, as needed. Freelance Attorney understands the time limitations imposed on the completion of the work described above. During the duration of this contract, the supervisory responsibility for Law Firm shall be exercised by [Name of freelance attorney].

2. Employment relationship. Freelance Attorney shall be engaged by Law Firm as an independent contractor. Freelance Attorney is not an employee of Law Firm and is therefore not entitled to any benefits afforded to employees or partners of Law Firm. As an independent contractor, Freelance Attorney will determine when, where, and how the above-referenced project will be completed. This Agreement shall not be construed to create any relationship of partnership or joint venture. Freelance Attorney operates as a [Type of entity and how payment should be recorded via tax ID number or social security number]. Freelance Attorney shall be responsible for paying any applicable taxes on the fees earned, including income tax. Freelance Attorney shall also be responsible for paying any business expenses in the normal course of project completion except for included expenses listed below; and unexpected expenses will be subject to further negotiation between Freelance Attorney and Law Firm. "Included Expenses" in this agreement, which shall be itemized by Freelance Attorney, are a) those items which Law Firm specifically requires Freelance Attorney to obtain; b) specific software or encryption required to access the case information; c) travel expenses pre-approved by Law Firm; and d) such other miscellaneous expenses approved in advance.

3. Conflicts of Interest. Freelance Attorney is a licensed attorney in good standing in [Jurisdiction]. Law Firm recognizes that Freelance Attorney enters into freelance work agreements with other attorneys, law firms, and legal entities. Freelance Attorney agrees to check for conflicts of interest. By signing this agreement, Law Firm warrants that it has provided Freelance Attorney with sufficient information to evaluate conflicts of interest; and Freelance Lawyer warrants that there are no existing conflicts with other present or past clients, or Freelance Attorney's own interests.

4. Malpractice Insurance. Freelance Attorney maintains professional liability insurance coverage through [Name of insurer].

By signing this Agreement, (choose one)

____ Law Firm represents that it has current professional liability insurance to cover the project outlined in this Agreement.

____ Law Firm maintains professional liability insurance with [Name of insurer] and has notified insurer of the employment of Freelance Attorney, and has been given approval for such employment.

5. Confidentiality. Freelance Attorney shall keep all client information confidential, including client documents disclosed by Law Firm. The parties agree that client information provided by Law Firm shall be limited to only that which is necessary to complete the work contemplated by this Agreement.

6. No Attorney-Client Relationship. This Agreement shall not be construed to create an attorney client relationship between Freelance Attorney and Law Firm's clients, or between Freelance Attorney and Law Firm, **unless such relationship is implied by the disciplinary rules of [Jurisdiction]**. At all times, Law Firm will exercise its independent professional judgment and make all final decisions regarding its cases and clients.

7. Work Product. Law Firm shall own all rights to any work product generated by Freelance Attorney while completing the project described in this Agreement. Law Firm may modify any work product prepared by Freelance Attorney. Ultimately, Law Firm is responsible for supervising the work of Freelance Attorney, and for the content of pleadings or other material submitted on behalf of its clients.

8. Compensation. Freelance Attorney shall be paid for legal services rendered under this Agreement at the hourly rate of \$____. Freelance Attorney shall submit an invoice to Law Firm, and payment shall be made within thirty (30) days of the submission of the invoice. Freelance Attorney acknowledges and agrees that Law Firm may bill its clients for the amounts due to Freelance Attorney at whatever rate or in whatever manner it deems appropriate and consistent with law and its own billing practices. All payments made by the Law Firm to Freelance Attorney will immediately become property of Freelance Attorney and will not be placed in an attorney trust account. It is specifically agreed between the parties that Freelance Attorney's fees are not contingent fees subject to case outcome, nor are such fees to be considered "referral fees" as defined under the applicable rules of disciplinary conduct.

9. Severability. All provisions of the Agreement are severable. The determination that any particular provision or term is illegal or unenforceable shall have no effect upon the remaining terms of the Agreement.

10. Assignment. Neither party may assign its duties or rights under the Agreement without prior written approval of the other party.

11. Modification to Agreement. Any modification of this Agreement will be governed effective only if it is in writing and signed by both parties.

12. Termination. Either party shall have the right to terminate this Agreement with reasonable cause, effective immediately upon giving written notice. In the event of termination, Law Firm shall pay Freelance Attorney for work done up to the point of termination.

13. Return of Data and Files. Upon termination or conclusion of services, Freelance Attorney agrees to return, or otherwise dispose in a safe fashion as directed by Law Firm, all privileged information which has been used by Freelance Attorney in the course of this Agreement.

14. Miscellaneous Provisions. During the performance of this agreement, the following additional provisions may apply:

a. Freelance Attorney may review files at the office of Law Firm, using space and equipment provided by Law Firm.

b. Freelance Attorney agrees to be bound by any Protective Orders, and sign such Acknowledgments as are required of all custodians of protected materials involved in the legal matter being handled, thus subjecting Freelance Attorney to jurisdiction of the Trial Court or Reviewing Authority.

c. During the performance of this contract, both parties agree that any changes in circumstance which require disclosure under conflicts of interest rules or other disciplinary rules shall be disclosed to the other party.

SIGNED AND AGREED [on][to be effective on] the ___ day of ____ 20__.

[Freelance Attorney identification]

[Hiring Law Firm Identification]

DISCLAIMER: The sample forms made available here are provided for individual review and analysis, and are delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable practice rules or state statutes.