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LAW OFFICE OF MIKE TULLY

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Fee Agreement and Authority to Represent

I, _____, the undersigned client (hereinafter referred to as "I," "me" or the "Client"), do hereby retain and employ **J. Michael Tully ("Mike Tully")** (hereinafter referred to as "Attorney"), as my Attorney to represent me in connection with the following matter:

[DESCRIBE NATURE OF SERVICES TO BE PERFORMED]

I authorize my Attorney to retain and employ, at my expense, the services of any experts Attorney deems necessary or expedient in representing my interests. I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the combined fee of Attorney and all other attorneys shall be limited as set forth herein.

1. ATTORNEY'S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Advance Retainer for Fees and Costs

The sum of Three Thousand Nine Hundred Dollars (\$3,900.00), representing advance payment for twenty (20) hours of legal services at the rate of One Hundred Ninety-Five Dollars (\$195.00) per hour, and Five Hundred Dollars (\$500.00) as an advance for anticipated costs, including filing fees, process server fees, court reporter fees, postage and copying fees, paralegal fees, [DESCRIBE ADDITIONAL COSTS IF ANY], and any other expense related to and required by this Agreement. The advance retainer will be deposited in the Attorney's Clients' Trust Account and drawn against as fees and costs are incurred. The total advance retainer for fees and costs will be Four Thousand Four Hundred Dollars (\$4,400.00)

Hourly Billing

The Attorney will bill the Client the rate of One Hundred Fifty Dollars (\$195.00) an hour for legal services and will provide the Client with regular monthly billing statements reflecting services and costs incurred, along with the current balance in the Clients' Trust Account

This Agreement does not include appellate services. In the event the matter is appealed to a higher court, fees for that proceeding will be negotiated separately.

It is understood and agreed that this employment is upon a contingency fee basis and, if no recovery is made, I will not be indebted to my Attorney for any sum whatsoever as Attorney's Fees. (However, I agree to pay all costs and expenses as set forth in Section 2 herein, regardless of whether there is any recovery in this matter. In the event of recovery, costs and expenses shall be paid out of my share of the recovery.)

2. **COSTS AND EXPENSES.** In addition to paying Attorney's Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree to promptly reimburse Attorney. If an advance deposit is being held by Attorney, I agree to promptly reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying (\$00.20 per page), postage, facsimile costs, Federal Express or other delivery charges, deposition fees, expert fees, subpoena costs, court costs, sheriff's and service fees, travel expenses and investigation fees. I agree to maintain a balance for cost advances in the amount of [SPECIFY].
3. **NO GUARANTEE.** I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as or if permitted under the Rules of Professional Conduct.

[OPTIONAL]

6. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or disagreement concerning this agreement, I agree to submit to arbitration by the Arizona State Bar Association Legal Fee Dispute Resolution Program.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the "Alternative Dispute Resolution" provision decided by neutral binding arbitration as provided by the State Bar of Arizona; and you are giving up your right to have the dispute decided in a court or jury trial. By initialing in the space below, you are also giving up your rights to discovery and appeal.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the "Alternative Dispute Resolution" provision.

Client's Initials _____
Attorney's Initials _____

7. **ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms: [SPECIFY]
8. **CLIENT FILES:** All paper documents and electronic files will be maintained locally by the Attorney. The Client may request a copy of any document, paper or electronic, maintained by the Attorney. There shall be no charge for providing a single document. A request for more than a single document will be subject to the aforementioned copying charge, in addition to a \$25.00 service charge. Electronic files will not be copied and provided individually. However, the entire electronic file may be provided to the Client for a \$25.00 service charge, plus \$5.00 for the cost of materials, including CD, DVD, or jump drive. **ONLINE FILES:** The client files may also be provided in a secure online environment for the client to review and download online. The online client file service will be subject to the following conditions:
- The client agrees that not every file will be included in the online file storage; email messages, for example, will not usually be included;
 - The client agrees to sign a notice and waiver agreement to be provided separately; the notice and waiver agreement, if agreed to by the client, will be incorporated into this Agreement as if fully set forth herein;

c) The client agrees to pay a charge for the online storage and access service in the amount of [SPECIFY]

9. ARIZONA LAW. This contract shall be governed by Arizona law.

10. TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.

11. ENTIRE AGREEMENT. I have read this agreement in its entirety and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

I, the undersigned Client, execute this agreement on this _____ day of _____, 200_.

CLIENT _____

[NAME]
[ADDRESS]
[CITY, TOWN, ZIP]
[PHONE]
[EMAIL]

Client's acceptance acknowledged and approved this _____ day of _____, 200_.

ATTORNEY _____

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