

AGREEMENT FOR LEGAL SERVICES

The Law Office of James C. Bocott, PC LLO, of North Platte, Nebraska, agrees to provide legal services to _____ in connection with a divorce/custody/parenting time/support matter as discussed by the undersigned attorney and client.

LEGAL FEES

Responsibilities to provide legal services will be accepted and work will begin when we receive **\$3,500.00**, (the "Flat Fee"). This Flat Fee is based upon an estimated 15 hours of attorney services at \$200.00 per hour (\$3,000.00) and 5 hours of legal assistant services at \$50.00 per hour (\$250.00), and \$250 in initial expenses. *Services included, but are not limited to:*

1. Meeting with client for intake, status updates, preparation, counseling client and correspondence;
2. Drafting and filing pleadings;
3. Paying filing and service fees;
4. Preparing for and attending hearings;
5. Conducting and responding to initial discovery (excepting depositions and deposition related expenses);
6. Research; and,
7. Negotiating a settlement.

If the matter appears it will be contested and not settled, or proceeds to trial, a separate Flat Fee for Trial Preparation and the Trial itself must be negotiated. The above fee does not include preparation for, and attending, trial.

TRIAL FEE - Client agrees to pay an additional sum for attorney to prepare the case for trial and try the case. The range of this fee is from \$4,000 to \$12,000 (20 to 60 hours) depending on the issues actually tried, length of trial, complexity/difficulty of issues, and expertise required. This fee is for attorney's time only, and does not include expenses such as court reporters, expert witnesses, service costs, etc.

Client initials: _____

This **Flat Fee** is considered earned upon receipt and is non-refundable except in extra-ordinary circumstances. It is understood that attorney may spend more than 15 hours on the above services, in which case for which he will not be fully compensated. It is also understood that attorney, while unlikely, may spend less than the estimated amount of time on the above tasks. In such case, client understands that he/she will not be entitled to a refund. This is in consideration of attorney reserving and committing time to be available in representing client thereby precluding the acceptance of other clients and other employment, and in consideration of my attorney being precluded from accepting employment of adversary or conflicting interests.

This is also in consideration of attorney not billing separately for each e-mail, telephone call, office visits, letter, etc. The Flat Fee is in consideration for client knowing their maximum exposure for the attorney and assistant fees for the above identified services.

Client initials: _____

COSTS & EXPENSES

Client shall pay all reasonable costs and expenses incidental to preparation of this case including, but not limited to, court costs, court reporters, expert witnesses, travel expenses, investigators, copies, subpoena service, and out-of-pocket expenses. Client will receive an itemized bill of each such cost. Client authorizes attorney to incur such reasonable expenses as attorney deems necessary, however, client understands that attorney will not employ expert witnesses or take depositions without client’s prior approval.

Client initials _____

ATTORNEY’S LIEN

Client hereby grants Attorney a lien on any and all claims or causes of action that are related to the subject of Attorney’s representation under this Agreement. Attorney’s lien will be for any sums due and owing to Attorney at the conclusion of Attorney’s services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. Any amount received by Attorney’s office on Client’s behalf may be used to pay Client’s account.

Client initials _____

DURATION OF AGREEMENT

This Agreement will remain in effect through the entry of a final appealable Order. Any legal services for unrelated matters, orders to show cause, modifications or appeal require separate Agreements.

Client initials _____

ACKNOWLEDGMENT

Each of the undersigned has read and initialed the above Agreement and agree to each of the terms and conditions stated above.

Dated this ___ day of _____, 20___.

Client:

Attorneys:

Law Office of James C. Bocott, PC LLO

By:

_____ James C. Bocott