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Re: \_\_\_\_\_

**EMPLOYMENT CONTRACT FOR LEGAL COUNSEL**

Dear \_\_\_\_\_:

We appreciate the opportunity to represent you in connection with your administration of \_\_\_\_\_.

This correspondence will serve as a statement of our agreement regarding our representation of you in the referenced matter and the attorney fees which we will be charging, in the event that we decide to go forward with your case. We agree to accept employment by you upon the terms and conditions as set forth below.

1. The firm of the Law Offices of Sheldon B. Swan, PLLC will represent you as your counsel in the referenced matter. We will keep you informed of the status of the work which we do on your behalf, and we will obtain your oral consent prior to taking any substantial additional actions on your behalf.

2. You will have the right at all times to determine what services we render on your behalf. You may, at any time, direct that we cease rendering services on your behalf, and, in such event, you will be obligated to pay us only for work actually done prior to the date of such termination. Similarly, to the extent allowed by ethical considerations, we reserve the right to withdraw from this representation upon reasonable notice to you. Without in any way limiting the breadth of the preceding sentence, you and we agree that the Law Offices of Sheldon B. Swan, PLLC shall be entitled to withdraw from further representation upon any breach by you of the terms of this agreement.

3. Our fees for services are based on a number of factors set out in the code of professional responsibility, including the time expended, the results obtained, the complexity or difficulty involved and the service required, and the urgency of the work. Of these factors, the time expended shall be the most heavily weighted. As of January 1, 2016, the normal hourly rate of the firm member is as follows: Sheldon B. Swan - \$\_\_\_\_\_ per hour.

4. You will be billed for legal services on a monthly basis around the first of each month for the hours and expenses incurred during the previous month. Your monthly billing will also include our statement for expenses incurred. Such monthly expenses for which we will bill you include, but are not limited to, items such as filing fees, photocopies, postage, long distance phone charges, facsimile charges, etc. In other words, general out-of-pocket expenses that we may from time to time advance on your behalf. You agree that our invoices will be promptly paid.

5. You will provide the firm with a \$ \_\_\_\_\_ deposit against amounts which will become due to us pursuant to the terms of this agreement (the "Retainer"). Such Retainer will be maintained in the law firm's trust account, and drawn down by us (and transferred into our operating account) from time to time upon the rendering of statements by us to you for actual services rendered. Should our representation of you be terminated by either you or us prior to the time such Retainer is fully earned, all unearned portions shall be immediately returned to you by us. Fixing the Retainer amount is not an attempt by either of us to estimate the total fees and expenses which may be incurred in this matter. You agree that upon notice from us, you will post with us an additional deposit in an amount agreed by you and us as reasonably adequate to pay for our expected services for any succeeding period.

6. Please be assured that we will always diligently and faithfully pursue your legal objectives to the best of our ability. As you can appreciate, however, this firm obviously cannot and does not guarantee that the result we achieve will be the result you may desire. It is expressly understood and you agree that payment of our fees is not contingent upon reaching a particular result, but payment is to be made regularly in the manner set forth above.

7. We will need your full cooperation in order to represent you effectively in this matter. You agree to respond to our communications within reasonable times, and to appear in connection with any litigation at reasonable times, or as the Court may require.

8. This agreement supersedes all prior agreements and understandings; it is the entire agreement of the parties.

If the matters set forth herein accurately outline your understanding of our agreement, please approve by signing where indicated below and return the original to us along with the retainer.

Should you ever have any questions or comments whatsoever regarding the matters contained herein, or our representation of you, please feel free to call us. We appreciate the opportunity to be of service and want you to be pleased. We look forward to working with you.

Very truly yours,

LAW OFFICES OF SHELDON B. SWAN, PLLC

Sheldon B. Swan

I have read the above, approve same, and hereby authorize you to proceed, and acknowledge receipt of a true copy of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_