

GLC FEE AGREEMENT

TO: TRACY D. GALLOWAY, ESQ., M.A.
GALLOWAY LAW & CONSULTING, 108 Williams Street, Wrentham, MA 02093

FROM: _____
Client(s) Name(s) Address, Telephone, Electronic Mail Address

I, hereby employ and engage you, to consult with and/or represent me in connection with: _____

RATE, RETAINER, SERVICES, COSTS:

1. I understand that the hourly fee for Attorney services will be **\$450.00** per hour, plus costs and expenses, and that an initial retainer in the amount of **Six Thousand (\$6000.00) Dollars** by **bank check only**, is required before you undertake representation of me in this matter.
2. I am fully aware that this amount represents a deposit against which I will be billed, and that future retainers/deposits may be requested prior to a final resolution of my matter(s) (typically when your balance on retainer is insufficient to cover the next court event or other services that must be completed). I understand that this retainer and successive retainers will be drawn against for actual fees and costs as your services are rendered, as reflected on invoices sent to me by electronic mail. I will check invoices as soon as sent, and will submit payment and any requested additional retainer upon receipt.
3. If I do not adhere to these provisions, you reserve the right to seek to withdraw any appearance on my behalf, and I will assent to such withdrawal. I understand that, in the event of your withdrawal of appearance, I will remain obligated to pay the balance due, and I will cooperate with (a) the development of and adherence to a reasonable monthly payment plan, (b) transfer of my file to me, or to successor counsel, (c) the diligent development of a plan to borrow funds from any family member, friend, bank, credit card or other resource to pay the balance due as quickly as possible and (d) any other responsibilities that must be fulfilled to complete our relationship.
4. I understand that if I have any questions regarding this contract, or any future billings, I have the right to contact your office by electronic mail, requesting a billing conference, and that you will review the bill with me, at no charge.
5. I understand that you cannot predict the total fee, since the time to be involved, the future course of this matter, and the actions of the other party, that party's lawyer, and the court, are not predictable, and there are frequently complexities that are not always obvious at the time of the initial interview.
6. I understand that fees are charged for all time invested in my case including but not limited to: personal and telephone conferences with me, the client; personal and telephone conferences with witnesses and other persons involved; drafting, revision and review of pleadings, correspondence and other documentation; travel time; deposition and other discovery; legal research; conference and trial preparation; court hearings, whether in person, by telephone, or by videoconference {"Zoom"}, including waiting time; and post-trial litigation, if necessary. (The services of your assistant, or any paralegal who may work on my case, are billed at the rate of **\$195.00** per hour.) Any fees that may be voluntarily discounted or marked "N/C" or "No Charge" by you on any of my invoices, and/or services to which a "Courtesy Credit" might be applied by you, are done so in your sole discretion; such discretionary courtesies in no way impact any terms of this contract.
7. I understand that in addition to legal fees, I am responsible for all costs incurred in this matter, which may include, but are not limited to: court filing fees, service of process and subpoenas, witness fees, including expert fees, consultations with other attorneys with different expertise, stenographer fees, transcripts, travel-related costs, parking, mileage, long distance telephone charges, photocopies, express mail, bank fees, PayPal transaction fees, investigator's charges, messenger's charges, consultants, experts, accountants, appraisers and photographs. The firm intends to bill me approximately monthly for all legal fees and costs, but in the event I am billed less frequently, it continues to be my obligation to monitor my bill, my funds on retainer, and any fees owed.
8. Should any funds be remaining on retainer at the conclusion of your representation of me, you shall promptly refund them to me or to the person providing such retainer funds in the first instance.

9. At the conclusion of the matter, or of your representation, I shall retrieve my file in its entirety from you, on an agreed-upon date, within THIRTY (30) days, and shall sign a release assuming full responsibility for all materials therein. _____ (Client to initial here)
10. This contract does not obligate Galloway Law & Consulting to take or defend an appeal to an appellate court on my behalf, and such appellate proceedings, if indicated, will necessitate a new agreement if you are to represent me. This agreement also does not obligate you to represent me in connection with any matter other than that specified herein without a separate agreement.

CLIENT RIGHTS AND OBLIGATIONS:

11. I understand and agree that you may withdraw from representation in this matter in the event that your bills are not promptly paid, or in the event that I do not adequately cooperate with you as set forth above, or if I should request that you do an illegal or unethical act, in your sole discretion. I agree to keep you fully informed as to my circumstances or any changes in my status, and of my whereabouts in order that I may be contacted promptly. I shall respond promptly to any contact by you, however sought, by telephone, email or texting. I will not contact the opposing attorney, the Judge or any employee of the Court personally, nor will I contact or in any way communicate with any member of the media regarding this matter.
12. I understand that I have certain obligations in this matter, including an obligation of complete honesty and full disclosure to you of any and all facts and circumstances surrounding this matter. I understand that if I lie to you, or to the Court, or make an omission that seriously impacts your representation, you may be forced to seek to withdraw your representation. I also understand that the quality of advice and representation I receive is directly related to (a) my responsiveness to your communications by telephone and electronic mail and (b) the quality of information that I provide to you.
13. Either one of us (Firm or Client) may terminate your representation of me upon written notice to the other provided that you have not appeared in any court on my behalf. If there is a pending court action, and you have filed a Notice of Appearance, termination of representation will occur upon entry of an order by the Court relieving you of further representation. Such termination of representation shall not in any manner terminate any other obligation incurred under the terms and provisions of this agreement. I understand that it is possible that you may ask the Court to withdraw and the Court may refuse to permit you to do so; I further understand that if this does occur, that I remain fully responsible for all fees and costs incurred for your ongoing time and services, and will continue to cooperate with requests for retainers and/or payments due.
14. I agree to pay a separate \$50.00 service charge, in addition to reimbursing you for any and all bank charges you incur, if I write a personal check, or other instrument, that is returned for any reason whatsoever, including insufficient funds or stop payment order. This charge is to cover additional bookkeeping and accounting time.
15. I understand that I have the right to talk to any other lawyer(s) before signing this agreement, or at any time at all, before and during your representation of me; indeed, I have been encouraged to do so. I also understand that no results have been guaranteed to me, and that this agreement is not based upon any such promises as to outcome or anticipated results.
16. I have read and fully understand the foregoing Fee/Retainer Agreement, and I agree to these terms. I acknowledge that this Fee/Retainer Agreement shall only become valid and binding upon the signature of Tracy D. Galloway of Galloway Law & Consulting, as of the date signed below.

DATE: _____ X _____ CLIENT

RETAINER: \$ _____

DATE: _____ X _____
Tracy D. Galloway, Esq., M.A., GALLOWAY LAW & CONSULTING