

**Appendix C: Sample Fee Agreement –
Hourly Fees Held in Trust with Five-day Rule Alternative
Pursuant to SCR 20:1.15(g)**

DISCLAIMER: The State Bar of Wisconsin makes no representations or warranties of any kind, express or implied, concerning the legal adequacy or enforceability of the accompanying sample or any part of it. These samples are intended for use only by lawyers admitted to practice in Wisconsin, who are expected to use their own independent legal and business judgment when evaluating the forms for their use.

This information should be used as a guide only. You alone are responsible for your contracts.

Representation and Fee Agreement

1. **Anonymous Lawyer, S.C.**, Attorney at Law (hereinafter "Attorney"), is engaged to represent Anonymous Client (hereinafter "Client") in connection with [INSERT DESCRIPTION OF SCOPE OF REPRESENTATION]. Attorney may retain associate counsel, experts, accountants, or investigators to protect Client's interests. Fees charged by associate counsel, experts, or investigators retained by Attorney shall be treated as expenses to be paid by Client on demand by Attorney. Attorney will consult with client before retaining outside counsel, experts or investigators.

2. Client agrees to pay Attorney hourly fees at the rate of \$____.00 per hour (Attorney's current hourly rate). Attorney customarily increases hourly rates on an annual basis. Attorney will provide Client with written notice of any increase in Attorney's hourly rate 30 days prior to the increase.

3. It is understood that Attorney will bill Client for work that includes, but is not limited to, the following: office conferences, telephone conversations, court appearances, reading and writing correspondence, preparing and reviewing pleadings and documents, analyzing financial records and reports, and travel to and from court or other destinations associated with this representation.

4. Client agrees to pay on demand any actual costs or disbursements incurred or advanced on Client's behalf, such as travel, mileage, parking, photocopies, telephone calls, process service fees, court reporter fees, postage, witness and subpoena fees, filing and court fees, etc. Mileage will be charged at the rate authorized by the Internal Revenue Service (currently \$ ____ per mile).

5. Client agrees to pay \$____.00 on execution of this Agreement as an advanced fee for legal services of Attorney, and \$____.00 as an initial advance against costs to be incurred in this matter.

On receipt, the advanced fees and costs will be deposited in Attorney's trust account. Costs will be disbursed from Attorney's trust account on behalf of Client as such costs are incurred.

Pursuant to this agreement and Supreme Court Rule 20:1.15(g), Client authorizes Attorney to

withdraw payment for fees that have been earned from Client's funds in Attorney's trust account on sending Client an itemized bill containing: 1) the amount owed; 2) the anticipated date of withdrawal; and 3) the balance of Client's funds in Attorney's trust account after that withdrawal.

If Client makes a specific and reasonable objection to the disbursement within 30 days after receiving an itemized bill, Attorney must return the disputed funds to the trust account until the dispute is resolved, unless Attorney believes that the objection is not reasonable and provides Client with a written explanation of Attorney's position. Client may dispute a fee after the 30 days have passed; however, Attorney is not required to return the disputed portion of the fee to the trust account unless Client disputes the fee within 30 days.

Client is hereby notified that Attorney reserves the right to require additional retainer fees and cost advances during the representation.

6. STATEMENTS FOR SERVICES, COSTS AND DISBURSEMENTS ARE DUE AND PAYABLE WITHIN 20 DAYS OF RECEIPT OF STATEMENT FROM ATTORNEY. Client agrees to pay Attorney compensation as the case progresses. Failure to make payments as agreed may provide grounds for Attorney to withdraw from further representation of Client. Fees and costs that are not paid within 20 days will be subject to a 1% monthly (12% yearly) interest charge on any unpaid balances.

7. On conclusion of this legal matter and final billing of Client's account, payment must be made in full within 30 days of receipt of Attorney's Billing Statement.

8. This agreement does not cover or apply to the filing of, prosecution of, or defense of an appeal, in which situation a new representation and fee agreement must be executed.

Dated this _____ day of _____, 2007, at Hometown, Wisconsin.

ANONYMOUS LAWYER, S.C.

_____ By: _____

Anonymous Client Anonymous Lawyer, Attorney-at-Law