

## **Appendix B: Sample Fee Agreement - Advanced Hourly Fees Not Held in Trust Pursuant to SCR 20:1.15(b)(4m)**

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. Advanced costs will be placed in Attorney's trust account and disbursed as costs are actually incurred. Advanced fees will *not* be placed in Attorney's trust account. Advanced fees will be placed in Attorney's business account and the advanced fee sum of \$\_\_\_\_ will serve as advanced payments for \_\_\_\_ hours of legal services in this matter. After Attorney has provided \_\_\_\_ hours of legal services for Client, Attorney will provide client with a written accounting of such hours. Attorney is obligated to refund any unearned fees at the conclusion of the

representation. Client hereby consents to Attorney placing advanced fees in Attorney's business account.

At the conclusion of the representation, Attorney will provide Client with a written accounting of all fees and costs incurred in the matter, or an accounting of fees and costs incurred from the date of last billing statement sent to Client, and a refund of any advanced fees that have not been earned or advanced costs that have not been used. If Client disputes Attorney's determination as to what amount, if any, must be refunded to Client, Client must provide Attorney with written notice of the dispute within 30 days from the date of the final accounting. If the dispute cannot be resolved within 30 days, Attorney will submit the dispute to binding fee arbitration through the State Bar of Wisconsin Fee Arbitration Program. The State Bar's Fee Arbitration Program may be contacted c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or by phone at (800) 728-7788. [Lawyers in Milwaukee County should provide contact information for the Milwaukee Bar Association fee arbitration program.] Client is not required by this agreement to participate in fee arbitration and may pursue a dispute of Attorney's fees in other appropriate forums. Further, if Attorney fails to refund unearned fees, abide by a fee arbitration award, or abide by a final decision of a court with respect to unearned fees, Client may file a claim with the Wisconsin Lawyers Fund for Client Protection to recover such amount. The Wisconsin Lawyers Fund for Client Protection may be contacted c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158, or by phone at (800) 728-7788.

Client is hereby notified that Attorney reserves the right to require additional fee 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