



BERRY LAW OFFICES

The information on this sheet and your conversation with the attorney or staff member is privileged and will not be disclosed without your consent. **You may be charged for today's meeting at the attorney's or staff member's billable rate.** If you have questions regarding billing or confidentiality, please discuss these issues with the attorney at the start of the meeting. Please review and sign the Retainer Agreement. **PLEASE COMPLETE THE FOLLOWING.**

Date: _____ Established Client - New Matter: New Client:

NAME: _____ SSN#: _____

Employer Name: _____ DOB: _____

Cell Phone: _____ Work Email: _____

Work Telephone: _____ Work Facsimile: _____

SPOUSE NAME: _____ SSN#: _____

Employer Name: _____ DOB: _____

Cell Phone: _____ Work Email: _____

Work Telephone: _____ Work Facsimile: _____

HOME ADDRESS: _____

City/State: _____ Zip Code: _____

Home Telephone: _____ Home Email: _____

Home Facsimile: _____
PLEASE INDICATE THE TELEPHONE NUMBER, FACSIMILE NUMBER AND EMAIL ADDRESS WHERE YOU PREFER TO BE CONTACTED OR RECEIVE MESSAGES.

OPPOSING PARTY NAME(S): _____

Address: _____

TYPE OF MATTER:

- Residential Real Estate Probate Incorporation
- Commercial Real Estate Adoption Corporate/Business Matters
- Estate Planning Personal Injury Other _____

How did you find out about us?

- Referral Yellow Pages Website
- _____ Verizon Yellow Pages www.berrylawoffices.com
- Name of Referring Party Rum River Directory

PLEASE BE ADVISED THAT THE INITIAL CONSULTATION WILL BE BILLED AT THE ATTORNEY'S REGULAR RATE



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RETAINER AGREEMENT

This Retainer Agreement (“Agreement”) acknowledges the fee arrangement by which Berry Law Offices, named above, will represent _____ in accordance with the terms set forth below:

This Agreement will not take effect, and Berry Law Offices will have no obligation to provide legal services, until you have returned a signed copy of this Agreement and have paid the Original Retainer Amount as set forth below, if required.

You are hiring Berry Law Offices to provide legal services in the following described matter:

Berry Law Offices will provide those legal services reasonably required to represent you. Berry Law Offices will take reasonable steps to keep you informed of the progress of your matter and to respond to your inquiries. If a court action is filed, Berry Law Offices will represent you through trial and post-trial motions. This Agreement does not cover representation on appeal. Separate arrangements must be agreed to for appellate services. Services in any matter not described above may require a separate Agreement.

Berry Law Offices is representing you only in this matter. It is understood by you and any third party who may be assisting you financially, emotionally or otherwise in this matter, that Berry Law Offices’ duty is to act in the best interest of you, as the client, and Berry Law Offices cannot share information about your case with anyone other than you without express permission.

You agree to be truthful with Berry Law Offices, to cooperate, to keep Berry Law Offices informed of any information or developments which may come to your attention, to abide by this Agreement, and to pay your Berry Law Offices’ bills on time. Further, you also agree to keep Berry Law Offices informed of your current address and telephone number.

Legal fees for the representation of you in this matter are based upon an hourly charge of \$_____ per hour (D. Scott Berry) or \$_____ (Erin Ellis) for work performed by the attorneys. Paralegal time is billed at \$_____ per hour. Clerical time is billed at \$_____ per hour. Law Clerk time is billed at \$_____. In addition to the legal fees, Berry Law Offices will be entitled to reimbursement for costs and disbursements incurred and advanced on your behalf upon our billing to you therefor. However, we retain the right to require payment of costs in advance. In addition, Berry Law Offices reserves the right to increase its rates on an annual basis.

A retainer of \$_____ (“Original Retainer Amount”) is required. The retainer will be held in a non-interest bearing account for the duration of your matter and the balance will be refunded to you after payment of any final billings, costs or fees incurred by Berry Law Offices. You are expected and required to provide payment of the periodic billings (usually monthly). If you should not pay any monthly billing within thirty (30) days of any such bill, the retainer may be applied to the outstanding balance of the periodic billing. If the retainer is applied to any such bill, you shall replenish the retainer



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to the Original Retainer Amount within thirty (30) days of notification from Berry Law Offices that replenishment is necessary. You acknowledge that the Original Retainer Amount is not an estimate of total fees and costs, but merely an advance for security.

Each party to a legal proceeding has available certain unique alternatives which will affect the amount of time and money expended in the proceeding. Charges include, among other things: (1) Telephone contact with the client, attorneys, and other relevant persons; (2) Case correspondence; (3) Legal research; (4) Document preparation; (5) Office conferences; and (6) Court appearances. In addition, the legal personnel assigned to your matter will/may confer among themselves about your matter, as required and appropriate. When they do confer, each person will/may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will/may charge for the time spent. Berry Law Offices will/may charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Berry Law Offices will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay in advance for all costs, disbursements and expenses in addition to the hourly fees. These costs and expenses commonly include service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs, including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witnesses, professional, mediator, arbitrator and/or special master fees and other similar items.

Since the time spent on each matter varies, as does the nature and amount of work necessary to achieve a result, Berry Law Offices cannot accurately quote a flat fee estimate for services on your case. Berry Law Offices will provide you with periodic statements which will advise you of the fee being charged. Absent other arrangements made in writing, Berry Law Offices expects prompt payment of all billings. Payment must be made within thirty (30) days of the date of the billing. Any balances unpaid after thirty (30) days of the date of billing are subject to be charged 1.5% per month at the discretion of Berry Law Offices.

SHOULD THIS FEE ARRANGEMENT NOT BE CARRIED OUT BY YOU, THE ATTORNEY HAS THE RIGHT TO REFUSE TO PROCEED FURTHER ON YOUR BEHALF. IN ADDITION, BERRY LAW OFFICES RESERVES THE RIGHT, AT ITS DISCRETION, TO FORWARD ANY AND ALL UNPAID BILLS OUTSTANDING FOR NINETY (90) DAYS OR MORE TO COLLECTIONS.

All hourly billing, including telephone calls, will be recorded and charged to the nearest tenth of an hour. Time will be calculated by the closest tenth of an hour, with the minimum charge being .1 (one tenth) of an hour.

During the course of the legal proceeding an additional lump sum retainer to the Original Retainer Amount may be required. This additional retainer shall be paid by you, in full and upon notification to you of the need for such an additional retainer amount, unless other arrangements are made with Berry Law Offices. All fees, costs and disbursements are due and payable when billed.



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You may discharge Berry Law Offices at any time. Berry Law Offices may withdraw with good cause or with your consent. Good cause includes your breach of this Agreement, refusal to cooperate or to follow Berry Law Offices' advice on a material matter or any fact or circumstance that would render Berry Law Offices' continuing representation unlawful or unethical. When Berry Law Offices' services conclude, all unpaid charges will become immediately due and payable.

Nothing in this Agreement and nothing in Berry Law Offices' statements to you will be construed as a promise or guarantee of the outcome of the matter. Berry Law Offices makes no such promises or guarantees. Berry Law Offices' comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Berry Law Offices shall not be a guarantee. Actual fees may vary from estimates given.

This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BERRY LAW OFFICES FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. YOU SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

All clients are encouraged to include payment of their attorney fees and costs into their monthly budget to avoid the possibility that services will be discontinued due to nonpayment or untimely payment of fees.

I hereby acknowledge that I have read and understood this Agreement and have received a copy of the same.

Dated: _____

In consideration of the foregoing, I, D. Scott Berry, Attorney at Law, on behalf of Berry Law Offices, agree to provide representation in the above matter.

BERRY LAW OFFICES

Dated: _____

By D. Scott Berry
Its President