

MILWAUKEE BAR ASSOCIATION

PROFESSIONALISM COMMITTEE

STANDARD FORM LETTER # 7

CONTRACT FOR LEGAL SERVICES

I hereby retain and employ LAW FIRM, S.C. as my attorneys to represent me in my claim for damages against _____, or any others who may be liable on account of damages I have suffered as a result of: _____.

I agree to pay my attorneys, as fees, 33 1/3% of whatever may be recovered from said claim by settlement prior to the day a hearing is to begin and 40% of whatever may be recovered if the matter is not resolved prior to the initial hearing date. I further agree that my attorney fees shall be calculated before any deduction for costs, expenses or disbursements.

I grant my attorneys an attorney's lien in accordance with Wisconsin law for payment of their fees and expenses from any recovery realized on this claim.

Responsibility to provide legal services will be accepted and work will begin when The Firm receives a \$_____ retainer.

I agree that in addition to the above attorney fees, all court costs, subpoena costs, photos, photocopies, depositions, court reporter costs, reports, witness statements, expert witness costs and travel expenses, and all other out-of-pocket expenses directly incurred in investigating or litigating this claim shall be paid by me. Copies shall be billed at ___ cents per page, incoming faxes at \$_____ per page and outgoing faxes at \$_____ per page.

I agree to be billed monthly by The Firm for such expenses and costs as they are incurred, and to pay such billings within fifteen (15) days of receipt. If any bill is not paid when due, I agree to pay compound interest at the rate of 1% per month. If The Firm is forced to take action to collect such fees, I agree to bear the cost of collection, including reasonable attorney fees.

I understand that I have the right to discharge The Firm for any reason at any time. I understand that The Firm may withdraw from representing me if I fail to make timely payment or do not provide other forms of security satisfactory to The Firm for payment of their fees; if I misrepresent or fail to disclose

material facts; or if I fail to follow The Firm's advice. I agree that if the Firm decides to withdraw , I will execute the necessary documents to permit them to do so. I agree that if I discharge The Firm, or if The Firm withdraws from representing me for any reason, including the non-payment of fees and costs as they are due under this contract, I will remain liable for all fees, costs and expenses actually incurred under this contract and will make payment in full.

I grant my attorneys an attorney's lien in accordance with Wisconsin law for payment of their fees and expenses from any recovery realized on this claim. I hereby authorize The Firm to perform all services it deems necessary to this representation and I acknowledge that The Firm has made no promises or guarantees to me. This contract shall be governed by the internal laws of the State of Wisconsin.

I understand that this contract represents the entire fee arrangement between me and The Firm

In the event that there is any dispute concerning the fees, costs, expenses, disbursements or representation given me, the parties agree that such dispute will be brought to conclusion by mandatory binding arbitration before and pursuant to the rules of the Milwaukee Bar Association's Fee Arbitration Committee, or if not available, through binding arbitration administered by the State Bar of Wisconsin pursuant to its Rules of Resolution of Fee Disputes. Either party may enter judgment on such an arbitration award for enforcement by any court of competent jurisdiction pursuant to Chapter 788, Wis. Stat. Either party may serve notice of its intent to arbitrate on the other by regular mail. The arbitrator's fees and costs shall be borne equally by the parties and the arbitrator shall have the right to assess costs to the prevailing party.

I have received a copy of this contract.

Dated: April ___, 1999.

CHARLES A. CLIENT

The above employment is hereby accepted on the terms stated. We agree to make no settlement without the consent of our client.

LAW FIRM S.C.

By: _____
Attorney

____ Copy given to client.

of this form by any person. If the user is not a licensed, practicing attorney and seeks legal advice, the user is advised to contact an attorney for help. No Attorney-Client relationship is created by providing this form or other information to you.]

10-22-99\mba\ethics\letters\retainer agree-contingent