

## Sample Hourly Fee Agreement<sup>1</sup>

### [LAW FIRM] HOURLY FEE AGREEMENT

\_\_\_\_\_ hires **[NAME/LAW FIRM]** to pursue claims he or she may have in connection with **[INSERT DESCRIPTION OF REPRESENTATION WITH REASONABLE DETAIL]**.

**HOURLY FEE:** You have retained us on an hourly basis. We will bill for lawyer services at a rate of \$\_\_\_\_\_ per hour for **[NAME OF LAWYER]**. Other lawyers and non-lawyer professionals may also work on your case. These other individuals will bill in accordance with the hourly rates set forth in the attached Schedule A, which is hereby incorporated into this agreement.

It is impossible to determine in advance how much time will be needed to handle your case. Any figures quoted to you for the total cost of our services are merely estimates. The opposing party, or others, may engage in activities beyond our control that require an expenditure of time not originally contemplated.

**COSTS:** You agree to pay for all actual out-of-pocket costs we incur on your behalf. Typical costs include: filing fees, service of process, depositions, expert witness fees, travel expenses, long-distance telephone calls, outgoing fax (at **INSERT RATE** per page), Federal Express, courier services, and delivery charges, photocopying (at **INSERT RATE** per page), and online database retrieval charges (Lexis, Westlaw, etc.).

We may elect to cover certain out-of-pocket costs on behalf of you, but we reserve the right to seek reimbursement from you. You agree to reimburse us for such out-of-pocket costs. We will not incur costs in excess of \$\_\_\_\_\_ on behalf of you without first obtaining your consent.

**ADVANCED DEPOSIT(S):** You agree to pay an advanced deposit of \$\_\_\_\_\_ for fees and \$\_\_\_\_\_ for costs. The advanced deposit(s) will be deposited into our client trust account. We will deduct fees and costs from the advanced deposit(s) as fees are earned or costs are incurred. We may require an additional advanced deposit of fees or costs. We will refund to you any balance of the advanced deposit(s) remaining after the representation has concluded.

**BILLING:** We will bill you on a monthly basis for services performed in the preceding month. The monthly statement will identify the services performed, the fees charged for those services, and costs incurred. The statement also will identify the balance of any advanced deposit(s) remaining. You have ten (10) days from the date of the statement to contest any charges contained in the bill. If we do not hear from you, the bill will be deemed acceptable to you and the amount will be deducted from the remaining balance. If your advanced deposit(s) has been depleted, you are expected to remit payment within 30 days of the date of the statement.

**CLIENT'S RESPONSIBILITIES:** We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to provide promptly all information known or available to us that is relevant to our representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation,

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<sup>1</sup> This Sample Hourly Fee Agreement is provided as a resource to the Transitioning into Practice Mentorship Program and has not been approved nor endorsed by the State Bar of Nevada.

cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

**SETTLEMENT:** We will not enter into a settlement without your consent.

**TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation.

Unless previously terminated, our representation will terminate upon sending the final billing invoice subject to our obligations under the Rules of Professional Conduct, and the approval of the court if the matter is in litigation. You are engaging us to provide legal services in connection with the specific matter identified in this agreement. Unless you retain us to provide additional advice or services, you understand we have no continuing obligation to represent you.

**DOCUMENT RETENTION:** At the end of the representation, we will turn over the file to you. If you do not want the file, you agree the file may be destroyed in accordance with our document retention policy and the Nevada Rules of Professional Conduct. Currently, it is our policy to destroy files seven years after the termination of the representation.

**ARBITRATION OF FEE DISPUTES:** If a dispute arises between you and us regarding our fees, the parties agree to resolve that dispute through the State Bar's Fee Dispute Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar's Client Protection Coordinator at 702-382-2700 or by going to the Fee Dispute webpage at [www.nvbar.org](http://www.nvbar.org).

**NO ADVICE REGARDING THIS FEE AGREEMENT:** We are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN YOUR LEGAL MATTER.

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Client's Name

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Lawyer's Name