

Law Offices of Rhonda S. Ross
ATTORNEY AT LAW

WRITER'S ADDRESS
648 S. RIPPLE CREEK
HOUSTON, TEXAS 77096

WRITER'S TELEPHONE
TEL. 713-984-2466
FAX. 713-984-2827

REPRESENTATION AGREEMENT AND CONTRACT

The undersigned, _____, hereinafter referred to as "Client" and the undersigned, Law Offices of Rhonda S. Ross, hereinafter referred to as "Firm", hereby enter into the following REPRESENTATION AGREEMENT AND CONTRACT regarding Firm's representation of Client in a single family law related matter filed or to be filed in a District Court in Texas.

Client understands the following conditions regarding employment of firm in this case:

1. The date of actual employment of hire is _____;
2. No representations have been made by the Firm as to the ultimate success of the case and the only material representations made by the Firm or Client are that the Firm will exert its best professional efforts in the representation of Client. There have been no guarantees made by the Firm that there will be recovery of fees, costs, or expenses incurred by Client in this cause of action;
3. Client fully understands that in the event sums are recovered and actually received from the opposing party, they shall first be credited to unpaid fees, costs, or expenses with any remaining fees paid to Client;
4. Client fully understands that this instrument represents a contract for services rendered and to be rendered by the Firm and that such services are conditioned upon the terms of this agreement, including but not limited to payment of attorney fees to the Firm in accordance with the fee schedule and other fee terms as set forth herein;
5. Client fully understands that the Firm accepts no responsibility or liability of any nature for any matters related to this cause which precede the date of this Agreement;
6. Client has paid to the Firm a refundable retainer of \$_____ for the Firm to represent Client. **CLIENT UNDERSTANDS THAT LEGAL REPRESENTATION WILL NOT COMMENCE UNTIL THE RETAINER FEE IS PAID IN FULL AND THIS CONTRACT HAS BEEN SIGNED BY CLIENT AND GIVEN TO THE FIRM.** Attorneys fees and cost will be billed against the retainer. After such billings have been made against the retainer, reducing the balance left on the retainer fee to \$_____, Client will be notified of same and will be required to pay an additional retainer to the Firm to replenish the Trust Account to the amount of the original retainer. If Client fails to deposit the additional retainer, as requested herein, within ten (10) days of the request for same, or should Client fail to fully pay the Firm the billing statement transmitted to Client within 10 days after the billing, the Firm may withdraw as Client's attorney, cease work, and will have no further responsibility to work on Client's case. Client will be sent monthly statements for work done and expenses incurred.

In addition to the initial retainer and replenishment retainer, if your case goes to Mediation there will be a Mediation Retainer of \$_____, that Client must pay to Firm at least ten (10) days prior to mediation. IN addition to the initial retainer and replenishment retainer, if your case is set for trial by the opposing party or the court, there will be a Trial Retainer of \$_____ due within ten (10) days from the date the opposing party or the court sets the case for trial; and, if the case is to be set for trial by

the Firm, the Trial Retainer of \$_____ is due before the Firm sets the case for trial. If Client fails to pay the Mediation Retainer or Trial Retainer as required herein, the Firm may withdraw as Client's attorney, cease work, and will have no further responsibility to work on Client's case.

7. Client agrees to pay Attorney's fees upon receipt of Client's bill. Should payment not be made within thirty (30) days of the date of any invoice, Client hereby authorizes the Firm to charge Client's MasterCard/Visa/AmEx/Discover account in the amount of the overdue bill. In the event that, within thirty (30) days of the date of any invoice, the Firm receives a written dispute from Client as to all or any portion of any such invoice which Client receives, the foregoing authorization shall only apply to that portion of such invoice which is not in dispute;
8. Client fully understands that no less than the first day of the month prior to the month in which a trial of this cause of action is set, unless other arrangements are specifically made in writing, the Firm requires any past due or billed and unpaid fees and expenses to be brought current and a trial deposit to be made in an amount no less than the amount determined by multiplying eight (8) hours per day by the Attorney's hourly rate as provided herein for the number of trial days estimated by the Attorney;
9. **THE FIRM DOES NOT REPRESENT CLIENT ON A FIXED FEE BASIS.** Any figures quoted as to the total cost of service are merely estimates, based on stated figures quoted as to the total cost of services are merely estimates, based on stated hypothetical occurrences and they cannot be relied on as an accurate estimate. Your adversary, the opposing attorney, or others may engage in activities requiring us to expend additional time not originally contemplated;
10. Client fully understands that the Firm may withdraw from representation in the event Client:
 - a. Insists upon presenting a claim or defense not warranted under existing law which cannot be supported by a good faith argument for extension or reversal of such law.
 - b. Personally seeks to pursue an illegal course of conduct.
 - c. Requests that the Firm pursue a course of conduct that is illegal or prohibited under the disciplinary rules.
 - d. By other conduct renders it unreasonably difficult for the Firm to carry out employment.
 - e. Insists upon the Firm engaging in conduct which is contrary to the judgment or advice of an Attorney with the Firm.
 - f. Disregards an agreement with Firm as to fees or services, costs, or expenses rendered.

REQUIRED NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Council will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. State Bar Membership status can be obtained at 1-800-204-2222. These are toll-free telephone calls.

FEE SCHEDULE

Client and the Firm understand that the following fee schedule shall apply as a condition of employment and that Client accepts full responsibility for the payment of all balances due for legal services as follows:

1. All trial and non-trial time expended in connection with this cause shall be charged at the rate set forth below.

Non-trial charges include, but are not limited to, telephone conferences, interviews with Client or other parties in connection with this cause, legal research time, drafting of legal instruments, preparation for Court, review of correspondence and documents, and miscellaneous time spent in office practice and/or legal investigation.

2. Trial time includes time in Court Room attendance, whether in actual trial of this cause or at ancillary hearings or motions, such as motions for contempt.
3. All case expenses, including subpoena costs, filing costs, deposition costs, accounting costs, investigation costs, expert's charges, delivery service costs, copying and certified copy costs, computer disk rental and all other miscellaneous actual expenses incurred in connection with this cause are due and payable by Client, as incurred, and will be paid from trust account deposit so long as such is available.
4. All time will be recorded in units of ¼ hour (15 minutes) even though the time spent may be less than ¼ hour.
5. All accounts are due and payable in Harris County, Texas. Unpaid fee balances owed to the Firm as well as expenses advanced on behalf of the Client shall bear interest at the rate of 12% per annum commencing thirty (30) days after the date the Firm's representation of Client is concluded. Such interest shall appear on each statement.

MICELLANEOUS

1. **THIS CONTRACT AND AGREEMENT DOES NOT INCLUDE REPRESENTATION OF THIS CASE TO ANY APPELLATE COURT**, and in the event an appeal is necessary, Client and Firm will consider the appeal as a separate and distinct cause of action requiring new fee arrangements.
2. **THE FIRM IS NOT BEING RETAINED TO VALUE THE MARITAL ASSETS NOR DOES THE FIRM CLAIM TO HAVE EXPERTISE IN THIS AREA.** You must determine, based upon the information obtained through the proceeding, which assets you would like to receive, the value of those assets, and the economic ramifications concerning all property. The Firm may advise you to retain appropriate experts, such as accountants, financial advisors, or real estate or business appraisers, to assist in this regard. The Firm does not automatically search titles, determine the validity of income and expense figures supplied by your spouse or other opposing party, or attempt to verify other underlying data provided as part of the dissolution

