**Sample Flat-Fee Agreement**

### [LAW FIRM] FLAT FEE AGREEMENT

**SCOPE:** \_\_\_\_\_\_\_\_\_\_\_\_\_ hires **[NAME/LAW FIRM]** to pursue claims he or she may have in connection with [INSERT DESCRIPTION OF REPRESENTATION OF WHAT YOU SPECIFICALLY ANTICIPATE DOING, INCLUDING WHEN THE REPRESENTATION STARTS AND WHEN THE REPRESENTATION CONCLUDES (e.g. DECREE IS ENTERED). ALSO INDICATE WHAT IS NOT INCLUDED IN THIS FEE AGREEMENT, (e.g. APPEAL, MISTRIAL, QUADRO AND IF FURTHER REPRESENTATION IS NEEDED AFTER THAT A SEPARATE FEE AGREEMENT WILL BE DRAFTED).

**FLAT FEE:** You have retained us on a flat fee basis. You will pay us $\_\_\_\_\_\_ as the entire fee for the representation described in this agreement. This fee is earned-on-receipt, and will not be deposited into our client trust account.

**COSTS AND EXPENSES:** You agree to pay for all actual out-of-pocket costs and expenses we incur on your behalf. Typical costs and expenses include: filing fees, service of process, depositions, expert witness fees, travel costs and 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), wire transfers, and online database retrieval charges (Lexis, Westlaw, etc.).

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

[NOTE TO LAWYER: You should determine whether this cost language is appropriate. If costs are already included as part of the flat-fee payment, then this language should be modified accordingly.

**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 completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services.

**REFUND:** If you terminate the representation before we have provided all legal services described in this agreement, you may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination.

**CLIENT’S RESPONSIBILITIES:** We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to promptly provide all information known or available to you that is relevant to our representation. Your obligations include timely providing requested information and documents, assisting in discovery, disclosure and trial preparation, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address, telephone numbers and e-mail address. It is important that you retain all communications from and to us, including e-mails and attachments to e-mails.

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

**DISBURSEMENTS:** The Ethical Rules place certain limitations upon the disbursement of funds from client trust accounts. In some cases, this may require us to wait 10 business days after depositing a financial instrument before disbursing the funds to you or a third party.

**DOCUMENT RETENTION:** At the end of the representation, we will turn over the hard copy or electronic version of 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. Currently, it is our policy to destroy files five years after the termination of the representation.

NOTE TO LAWYER: You may need to modify the retention term depending on the type of representation and whether you have accepted original documents from the client. *See* Ariz. Ethics Op. 08-02]

**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 Arbitration Program. Either party may initiate fee arbitration by contacting the State Bar’s Fee Arbitration Coordinator at 602.340.7379.

**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.**

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| **DATED** this day of , 20\_\_. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Client’s Name |
| **DATED** this day of , 20\_\_. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Lawyer’s Name |