

AGREEMENT FOR LEGAL SERVICES AND RETAINER AGREEMENT

THIS AGREEMENT FOR LEGAL SERVICES ("Agreement") is made this ____ day of _____ 20____ at Las Vegas, Nevada, by and between _____ hereinafter designated as "CLIENT," and **THOMAS M. MORLAN, ATTORNEY AT LAW**, hereinafter designated as "ATTORNEY."

1. CLIENT retains ATTORNEY to represent CLIENT in connection with a legal Matter described as _____.
2. **In consideration for the legal service to be rendered to CLIENT, CLIENT agrees to pay ATTORNEY as follows:**
 - (a) **An initial Retainer Fee of \$_____, which ATTORNEY will expend at ATTORNEY'S hourly rate of \$175.00/HOUR, and will be applied to costs, expenses and other expenditures in connection with CLIENT'S defense in the above-entitled matter.**
 - (b) **Once the initial Retainer Fee and any subsequent Retainer Fee has been expended, the CLIENT will replenish the Retainer Fee on account in an amount to be determined by ATTORNEY at any time during the course of representation.**
3. ATTORNEY, at ATTORNEY'S sole discretion, may withdraw from the representation of CLIENT at any time, but that withdrawal shall not effect ATTORNEY'S right to be compensated for fees and costs already incurred, and ATTORNEY shall have a lien on CLIENT'S file and papers until ATTORNEY is paid attorney's fees and costs incurred.
4. There may be additional costs in this matter, for example, filing fees; costs of transcribing; subpoena costs; expert fees; investigator fees; document-reproduction expenses; discovery costs (including those of depositions); out-of jurisdiction travel, lodging, meal and related expenses; costs of long distance phone calls; facsimile transmissions; mail costs; other forms of communication; and the costs required to reasonably conduct on-line legal research (if necessary). CLIENT, not ATTORNEY, is responsible for these costs.
5. Billing statements shall be sent out to CLIENT monthly. Payments on all statements are due thirty (30) days after the date of the statement. If not paid when due, the balance shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. All questions or objections regarding any billing must be made by CLIENTS in writing within thirty (30) days of the billing, or CLIENT will be deemed to have waived such objection. If CLIENT has an outstanding balance after ninety (90) days, the account is considered delinquent and ATTORNEY reserves the right to send the account to collections. CLIENT is responsible for any and all fees and costs associated with collection efforts.
6. ATTORNEY shall have the right to assign office personnel, including associate attorneys, paralegals and law clerks, to the case in ATTORNEY'S sole discretion. CLIENT shall so designate in writing if CLIENT desire to have certain attorneys handle the matter exclusively.

7. CLIENT agrees to do all that is necessary to provide ATTORNEY with information requested by ATTORNEY concerning this matter.

8. Any fees billed on an hourly basis shall include, but shall not be limited to, time spent on the telephone, in negotiations, drafting, dictating, conducting legal research, conferences with other attorneys, experts, consultants, traveling, and all other efforts on CLIENTS' behalf in this matter.

9. The CLIENT understands that the attorney will exercise his or her best judgment while performing the legal services set out above, but also recognizes that ATTORNEY is not promising any particular outcome.

10. This is the entire Agreement between the parties and any modifications or additions to this Agreement must be made in writing and signed by both parties.

11. The efforts by ATTORNEY and CLIENT's behalf shall be performed in California and elsewhere as needed. This Agreement shall be governed by the laws of the State of California; and all legal action arising out of this Agreement shall be conducted in California.

12. THOMAS M. MORLAN currently is not enrolled in an Errors and Omissions Insurance Policy

CLIENT

THOMAS M. MORLAN, ESQ.

By:

(_____)

By: _____
THOMAS M. MORLAN,
ATTORNEY AT LAW

CORRECT ADDRESS FOR ALL BILLING STATEMENTS:

Phone: _____

E-mail: _____