**Fee Agreement and Authority to Represent (Hourly with Advance)**

I, , the undersigned client (hereinafter referred to as “I,” “me” or the “Client”), do hereby retain and employ and his/her law firm (hereinafter referred to as “Attorney”), as my Attorney to represent me in connection with the following matter:

1. **ATTORNEY’S FEES.** As compensation for legal services, I agree to pay my Attorney as follows:

# , Hourly Fee —with Advance Deposit

I agree to pay Attorney’s Fees at the rate of $ per hour (and paralegal fees at the rate of $ per hour.) I agree that time is billed in minimum increments of 6 minutes, i.e., one tenth of an hour increment.

It is understood and agreed that I shall pay Attorney an initial Advance Deposit of $ due upon Attorney’s acceptance of this agreement, which deposit shall be applied toward the payment of Attorney’s fees and costs and expenses. This deposit shall be deposited into Attorney’s trust account, and Attorney is authorized to pay Attorney’s fees and costs and expenses out of the existing deposit, at least on a monthly basis. Periodically Attorney shall provide me with itemized Statements for Professional Services Rendered (including costs and expenses). Should the work performed by Attorney exceed the amount held in trust, I agree to replenish the Advance Deposit upon Attorney’s written request. Should no written request be made, I agree to pay all invoices submitted by the firm within 30 days of receipt. I agree that, pursuant to this agreement, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney based on my failure substantially to fulfill an obligation to Attorney.

It is understood and agreed that Attorney is authorized, with my prior knowledge and written consent, to employ other attorneys with their rates to be specified in writing and agreed upon, to work on my case. Said additional attorney’s fees shall be paid solely by me; and Attorney is authorized to deduct said fees from any Advance Deposit made by me.

1. **COSTS AND EXPENSES.** In addition to paying Attorney’s Fees, I agree to pay all costs and expenses in connection with Attorney’s handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree promptly to reimburse Attorney. If an advance deposit is being held by Attorney, I agree promptly to reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges ($0. per page), mileage (not to exceed the IRS accepted rate), and outside courier service charges.
2. **NO GUARANTEE.** I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney’s professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney’s continued representation would result in a violation of the Rules of Professional Conduct, or at any other time if otherwise permitted under by the Rules of Professional Conduct.
3. **STATUTORY LIMITATION ATTORNEY’S FEES.** In the event of recovery under the provisions of the Longshore and Harbor Workers’ Compensation Act, or under Louisiana Worker’s Compensation laws, or under any other laws which specify attorney’s fees to be paid, then the Attorney’s fees shall be paid in accordance with the maximum allowed by law.

# [ Optional]

[5. **ALTERNATIVE FEE DISPUTE RESOLUTION.** In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program. I understand that, by agreeing to submit to binding arbitration, I am:

* + Waiving my right to a trial by jury;
	+ Waiving my right to appeal the decision;
	+ Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected

pursuant to this agreement will be submitted to binding arbitration;

* + Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal

Rules of Civil Procedure;

* + Acknowledging that I have had the opportunity to speak with independent legal counsel of my

choice before signing this agreement;

* + Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his,

her, or their negligence or fraud; and

* + Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate

authorities against the attorney(s) engaged hereunder.

# NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

**I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.**

Client’s Initials Attorney’s Initials

1. **ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms:
2. **LOUISIANA LAW.** This contract shall be governed by Louisiana law.
3. **TERMINATION OF REPRESENTATION.** I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination. At the time of any termination in the representation, I understand that I will be given an accounting for all fees, expenses and costs. Any unearned portion of the deposit will be returned to me. I will still be responsible for paying any fees, costs or expenses in excess of the advance deposit.
4. **FILE RETENTION.** Our office will offer to deliver/surrender your file to you at the conclusion of this matter, or sooner, if representation is terminated. If you choose not to take your file at that thime, then our office will maintain the file for a maximum of 5 years after termination of representation, after which your file may be destroyed without further notice.
5. **ENTIRE AGREEMENT.** I have read this agreement in its entirety, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

# This agreement is executed by me, the undersigned Client, on this day of , 20 .

**CLIENT**

**The foregoing agreement is hereby accepted on this day of , 20 .**

**ATTORNEY**

**1 This paragraph may be omitted if no advance deposit is being made by the client.**