



808 Washington St.
Abington, MA 02351
781-982-6093
www.woodfordlaw.com

Woodford Law, PC Fee Agreement

I. PARTIES TO AGREEMENT

This Legal Services Agreement is entered into between _____, (“Client”) and Woodford Law, P.C., (“Firm”).

II. WHEN AGREEMENT TAKES EFFECT

This Legal Services Agreement does not take effect, and Firm has no obligation whatsoever to provide legal services to Client, until Client and Firm sign a copy of this Legal Service Agreement and Client pays in full the fee required by this document.

III. SERVICE(S) TO BE PROVIDED

As Firm has explained to Client, this Legal Services Agreement is different from the usual Retainer Agreement. Unlike a Retainer Agreement, this Agreement is for unbundled service(s), meaning (a) limited legal service(s), rather than for the complete array of services that lawyers often provide to their clients such as in pre-litigation and litigation. Also, the total fee will be less than Firm’s normal full-service attorney's fee, because the scope of the legal services that Firm is agreeing to provide to client is limited. This agreed upon service(s) that Firm will provide to Client is defined as:

IV. FLAT FEE & BILLING

Firm will charge, and Client agrees to pay, a flat fee of \$_____ for the legal service(s) defined above (“Flat Fee”). This agreement is not a commitment to handle other legal work. Anything not specifically listed above as an agreed upon service is considered other legal work. That Flat Fee, upon payment, becomes the property of the law firm. It will be deposited in Firm’s business account, rather than the Firm’s trust account, and Client hereby specifically agrees that Firm may do so. Client agrees to make any specific objections to a bill, including amount, type, scope and reasonableness of services, to the Firm in writing within 5 days of the date of the bill. Any bill not objected to within 5 days is deemed final. We accept cash, checks, money orders, and credit/debit cards.

V. NO GUARANTEE

Firm makes no promises or guarantees about the outcome of Client's matter.

VI. CLIENT COOPERATION

Client at all times will cooperate with Firm so that Firm may provide legal services as efficiently and quickly as possible. Client at all times must provide Firm with accurate and complete information; promptly respond to Firm's inquiries; keep Firm informed of changes in Client's address, telephone number, and personal and financial affairs. Should Client not follow Firm's advice, Firm has the right in its sole discretion to withdraw as Client's attorney.

VII. TERMINATION AND REMEDIES

Either party may terminate this agreement upon reasonable notice to the other party, and upon full payment to Firm of all fees and costs incurred to date. In the event Client fails to make any payment as required by this Agreement, Firm, without any further notice, may cease all work on the matter. In the event Client fails to comply with any provision of this agreement, including the making of any payment required, Client expressly authorizes Firm in advance, at Firm's sole election and upon written notice to Client at Client's last known address, to cease performing legal services for Client (including filing of legal documents with the court and/or appearing at further court appearances), and to withdraw as Client's attorney of record. Client understands that these actions could eventually result in a default or dismissal of Client's work. If Firm does not require strict performance of any provision or part of any provision of this agreement for any reason, said action shall not limit or waive Firm's right to enforce said provision or other provisions at a later time. In the event that Firm takes any action of any sort to enforce any provision of, any right set forth in, or any right arising from this agreement, Firm shall be entitled to recover all costs and disbursements, reasonable attorney fees (including in house services performed for itself), and all reasonable collection fees. If necessary, said reasonable collection fees, and attorney fees may be recovered in a separate legal proceeding, in which case the provisions of this paragraph shall also apply to said separate proceeding. The term "any action of any sort" includes, but is not necessarily limited to, the filing of a claim for relief; delivering and negotiating a demand for performance; or proceeding by garnishment, execution, or otherwise to collect or enforce this agreement or any security document pertaining thereto. Client hereby grants Firm a lien against any sums held for Client in attorneys' trust account, against any money or property (including land) received by Client or money judgments entered in Client's favor in this or any other legal proceeding. The lien will be removed only when Client's bill is paid in full. Client specifically authorizes attorneys to receive any said funds or property and to pay to itself all fees and costs from said funds and property before releasing the balance to Client. Upon termination, Firm will provide copies of documents and letters not previously provided. Notes and file copies remain property of the Firm, but Client may have a photocopy at Client's expense. Firm will normally withdraw at the conclusion of the services specified in this agreement.

VIII. SEVERABILITY

The provisions in this Flat Fee Retainer Agreement are severable i.e., if any provision or provisions are found to be void or unenforceable the remaining provisions still apply.

IX. MASSACHUSETTS LAW GOVERNS

Massachusetts Law will govern this Flat Fee Retainer Agreement. Client has read this Agreement, has received a copy of it, and agrees to all terms and conditions as stated. There are no verbal agreements between Client, Lawyer or Firm modifying, amending or expanding the terms of this Agreement. Client Printed Name:

X. FILE RETENTION

The firm will retain the Client's file for a period of SEVEN YEARS after the completion of the Client's case. At the end of that time, the file will be confidentially destroyed. If the Client wishes to take the file at any time prior to the end of the seven year period, s/he may do so upon written request.

XI. COMMUNICATION BY E-MAIL

E-mail is an efficient form of communication that can be used to facilitate the transmission of information between the Attorney, the Client, and third parties. However, the use of e-mail poses risks to the confidentiality of information exchanged between the Attorney and Client, including, but not limited to, the Client's identity and substance of the communication. Third parties may have access to the Client's e-mail account and can access e-mail transmissions sent using its server. While the firm takes all reasonable steps to ensure the confidentiality of e-mail messages, it cannot guarantee such confidentiality. The pros and cons of e-mail use vary for each situation and each client. If you do not have access to a secure computer, or have any concerns about the confidentiality of your e-mail transmissions and receipts, please do not use e-mail to transmit information to the firm, and inform the firm of your concerns.

The Client understands the benefits and risks of e-mail communication in the context of representation and (Circle which choice applies):

agrees

does not agree

IMPORTANT DISCLOSURE:

IF YOU ARE SIGNING AS POWER OF ATTORNEY READ THIS – The Client, as listed in section I of this agreement, has authorized you as an agent (Authorized Representative) to enter into this contract on their behalf. You as an agent, individual, child, or friend are not Firm's client in regards to any matter listed above in section III. Firm represents the Client's interests first and foremost. This does not prevent Firm from representing you on any other issue, just not in this matter.

This Agreement and its performance are subject to General Rule 14 of the Supreme Judicial Court of Massachusetts.

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM THAT YOU DO NOT UNDERSTAND FULLY EXPLAINED SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE SIGNING.

Client Signature/Authorized Representative for Client

Date

Bryan P. Woodford, Attorney at Law

Date