

## CONTRACT

I, \_\_\_\_\_ do hereby retain Gregory S. Forman, P.C. attorney, to represent me in the following legal matter: \_\_\_\_\_. This agreement is subject to these terms:

1. I do hereby authorize, retain, employ, hire and appoint Attorney as my legal agent and attorney-in-fact and further does hereby contract for Mr. Forman's legal services to be performed and provided on behalf of me in connection with the above representation. Said legal services shall include advising, counseling, negotiating, investigating, handling, prosecuting and defending said Representation to final settlement or adjudication. I acknowledge that, though Mr. Forman shares office space with other attorneys, he is a solo practitioner and is not affiliated with the attorneys with whom he shares this office space other than sharing space and certain office expenses. I understand that this contract covers only this specific legal matter. If I need representation in a related or unrelated legal matter, I understand that another contract will be necessary.
2. Mr. Forman agrees to maintain records of his time spent in this Representation and the recording of time by Mr. Forman for services rendered will apply to investigation, research, drafting of letters, pleadings and other documents, conferences, telephone conversations, preparation for and appearance in Court, preparation of memorandums of law and briefs, taking of statements and depositions, review of files, travel time and other tasks necessary for the proper handling of said Representation.
3. Mr. Forman agrees to represent Client in said Representation, take all steps reasonably necessary to secure, enforce and protect my rights therein, and to devote his professional ability to this Representation; however, I understand and agree that Mr. Forman has made no promises or guarantees regarding the outcome or ultimate result of this Representation.
4. I will pay a retainer fee of \_\_\_\_\_. In addition, an additional retainer of \$6,000.00 for each scheduled day of trial will be due within thirty days of any contested final hearing being scheduled. I understand that Mr. Forman undertakes no responsibility to do anything on my behalf until the retainer fee is paid. If payment is made by check, his obligation does not start until the check clears.
5. I will pay for the legal services at the rate of \$500.00 per hour. I will also pay for all expenses which may be incurred on my behalf in the course of the representation. These expenses may include, but are not limited to: long distance telephone calls, travel expenses, Court reporters' fees, investigators, process servers and filing fees. Mr. Forman reserves the right to have Karen Klickstein-Forman, MSW, JD, assist him in this matter. Ms. Klickstein-Forman will be entitled to bill at \$150.00 per hour for her work in this matter. Should Mr. Forman recover attorney's fees from the opposing party, he will refund me any excess after he has paid his bill in full.
6. Mr. Forman's minimum fee is \$1,500.00, which will come out of the initial retainer. This fee will be billed for the first 3.0 hours of time on the case but is earned even if Mr. Forman does not spend 3.0 hours on the case. Mr. Forman reserves the right to place this minimum fee in his operating account rather than the trust account. This fee is justified by Mr. Forman's agreement to handle this representation, which may preclude him from taking on other representation and may conflict him from future representation. It is further justified by Mr. Forman's responsibility for keeping and storing my case file for 6 years after his representation ends. Notwithstanding this provision, I have the right to terminate the lawyer-client relationship and discharge Mr. Forman and I may be entitled to a refund of all or a portion of the minimum fee if the agreed-upon legal services are not provided.

7. When hourly billings exceed the balance of the retainer fee, I will be sent a bill for the excess. In addition, Mr. Forman will be entitled to keep a retainer balance of \$4,500.00 until the case is resolved. Each month when hourly billings exceed the total fee paid plus the allowable retainer balance, I will be sent a bill for the excess. Bills are due and payable within ten days. Any arrangements for extensions for payment must be cleared with Mr. Forman.
  8. If any retainer or fee payments are made via credit card, and if there is unearned retainer at the termination of Mr. Forman's representation, Mr. Forman shall be entitled to deduct 3.5% of the total amount of fees or retainer paid via credit card as a "credit card fee" before refunding any remaining unearned retainer.
  9. I understand that I will be charged for all work done on my case. This includes time spent responding to or drafting emails regarding the case or from the client. A minimum charge of 0.10 hours will be charged for any work done on my case. Except in cases of emergencies, Mr. Forman reserves the right to charge a minimum of 0.30 hours for any telephone calls to his cell phone unless he has specifically requested that I call him there. Mr. Forman will do a file review every 30 days when there has been no time billed to the file during the previous 30 days. He reserves the right to bill 0.1 hour for this file review.
  10. Mr. Forman agrees to promptly provide client copies of all documents in the case (other than routine correspondence simply enclosing other items). Except for situations involving color copies or more than 100 pages of copies, Mr. Forman does not routinely charge for these copies. However, client is expected to hold onto all items received from Mr. Forman and Mr. Forman is entitled to keep his copy of the file as his own records on the case. Should client at any time desire a copy of the file, client will be solely responsible for all copying costs associated with copying of the file and no copying will be made until Mr. Forman's fee has been paid in full and until provisions have been made for paying the copying costs. After such provisions have been made, client should allow Mr. Forman up to 3 business days to provide a copy of the file. At the close of representation Mr. Forman may dispose of the physical file but will keep a copy of the electronic file for six years. Six years after Mr. Forman's representation is completed, Mr. Forman shall have no further obligation to the client to retain a copy of the file.
  11. Mr. Forman shall be entitled to interest of 18% per year (1 1/2% per month) on any past due balance for attorney's fees and/or costs. Mr. Forman shall be entitled to reasonable attorney's fees and costs for any lawsuit he brings to collect his unpaid balance for attorney's fees and/or costs. I specifically submit to venue in Charleston County, South Carolina for any lawsuit brought by Mr. Forman to collect his unpaid balance for attorney's fees and/or costs.
  12. It is important to cooperate with my attorney, to keep him informed of all facts relevant to my case and to notify him immediately of any change of address or telephone number. I will be billed for one half hour of time for any missed appointment unless reasonable prior notice is given. I understand that failing to provide my attorney with truthful information or failing to cooperate may damage my case and cause Mr. Forman to move the Court to be relieved as my counsel. I further agree to allow Mr. Forman to bring any fee disputes before the South Carolina Attorney Fee Dispute Board, consent to the jurisdiction of the South Carolina Fee Dispute Board, and consent to be bound by the final decision of the Board.
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CLIENT

Dated: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_