

#### 4.5 FEE AGREEMENT FOR DEFENSE IN CRIMINAL PROCEEDINGS

THIS AGREEMENT is entered into on (day) of (month, year), between the law firm of (your law firm name), hereafter referred to as "law firm" and (client name(s)), hereafter referred to as "client(s)."

##### WITNESS:

The law firm is a limited liability partnership of regular practicing attorneys located in (county, state) and certain members of said law firm represent Defendants in criminal proceedings, and

The client(s) may be or has/have been charged in the (district, county, state) District Court with the crime of (specific offense), and

The client(s) is/are desirous of hiring this law firm to prevent the filing of said charges and/or to defend him/her/them on said charges(s).

The client(s) and law firm mutually agree that the law firm shall represent the Defendant in connection with the criminal matters above referred to in this agreement.

Client(s) agree(s) to pay law firm a retainer fee of \$(dollar amount) for representation in connection with the above set forth matters. The retainer fee \$(dollar amount) shall be paid on the (date) day of (month, year) and \$(dollar amount) on the (date) day of each month thereafter until paid in full. Representation shall be provided at the rate of \$(dollar amount) per hour with the retainer charged for such representation to be the retainer fee as agreed above. Amounts paid as retainer fee shall be initially deposited in law firm's trust account, in the client's name.

Client(s) agree(s) that law firm may, on the 10th and 20th day of each month, withdraw from the account and retain as fees an amount commensurate with the work performed to date by law firm on client's behalf. Client(s) will be provided with a monthly statement of said withdrawals. Client(s) further agree(s) that in the event the retainer fee has been exhausted prior to the completion of representation that the law firm shall thereafter render a monthly bill for services rendered at the aforesaid hourly rate and that the same shall be promptly paid by client. Law firm may withdraw as counsel for client if fees are not promptly paid.

Client(s) further agree(s) to pay the law firm on a monthly basis all out-of-pocket expenses advanced by law firm on client's behalf. These funds will not be paid from the funds in the trust account set aside for attorney's fees. Funds for out-of-pocket expenses may be established in a separate trust account for that purpose or paid promptly when billed by law firm on a monthly basis as agreed by the client(s) and the law firm. The out-of-pocket expenses shall include but not be limited to copying costs

and costs of experts, reports, records, and mileage at the IRS rate. In the event client(s) desire(s) that law firm withdraw from legal representation or law firm withdraws from the representation and the retainer fee has not been exhausted, the law firm shall be entitled to such portion of said retainer fee as shall be commensurate with the work performed to date by law firm for client(s). Any amounts remaining shall be refunded by law firm to client.

\_\_\_\_\_  
(Law firm name)

By: \_\_\_\_\_  
(Attorneyname)

\_\_\_\_\_  
(Client name)          Date

\_\_\_\_\_  
(Client name)          Date

COMPENSATION AGREEMENT