

ATTORNEY-CLIENT FEE AGREEMENT (HOURLY)

This document (the “Agreement”) is the written fee contract that governs the relationship between this law firm and this client. We, **HODGES & COXE, P.C.**, a North Carolina Professional Corporation (hereinafter “**H&C**”), will provide legal services to you, [CLIENT] (hereinafter “Client”), on the terms and conditions set forth below.

1. CONDITIONS. This Agreement will not take effect, and **H&C** will have no obligation to provide legal services to you, until you return a signed copy of this Agreement and pay the initial retainer required under Paragraph 4. For organizational clients (corporations, associations, etc.), the person signing the Agreement on the Client’s behalf warrants and represents that he or she is the duly authorized representative of the Client.

2. SCOPE OF SERVICES. You are hiring **H&C** to provide legal services in connection with the following matter : [MATTER]

H&C will provide those legal services reasonably required to represent you. **H&C** will take reasonable steps to keep you informed of the progress of the matter and respond to all your inquiries. **H&C** shall diligently represent you and conform to the Rules of Professional Conduct of the North Carolina State Bar. Unless and until you and **H&C** make a different agreement in writing, this Agreement will govern all future services **H&C** may perform for you in connection with this matter.

3. CLIENT’S DUTIES. You agree to be truthful with **H&C**, to cooperate, to keep **H&C** informed of developments, to abide by this Agreement, to pay **H&C**’s bills on time, and to keep **H&C** advised of your address, telephone number and whereabouts.

4. RETAINER. You agree to pay an initial retainer of [AMOUNT] by [DATE]. The Client retainer deposit is a refundable security deposit. The purpose of a retainer deposit is to secure payment of legal services performed and costs incurred by **H&C** in connection with this matter. This initial retainer deposit, and any future deposits, will be held in a trust account. You authorize **H&C** to use these funds to pay the legal fees and other charges you incur. The retainer amount shall be replenished monthly in order to maintain a balance of no less than the above-stated amount. At the conclusion of **H&C**’s involvement in this matter, any unused retainer deposit will be refunded to you.

5. LEGAL FEES AND BILLING PRACTICES. You agree to pay by the hour at **H&C**’s prevailing rates for the time spent on your matter by **H&C**’s legal personnel. **H&C**’s current hourly rates for legal personnel are based on such factors as an individual’s experience, expertise and efficiency, and the type or nature of the matter. The current hourly rate for this type of matter for C. Wes Hodges, II, and Bradley A. Coxe is \$_____ an hour. The current hourly rate for associate attorneys is between \$_____-\$. The current hourly rate for any law clerks, legal assistants or paralegals utilized or employed by **H&C** is \$_____ an hour. These hourly rates are subject to change upon thirty (30) days written notice to you. If you decline to pay any increased rates, **H&C** will have the right to withdraw as your counsel.

6. COSTS AND OTHER CHARGES.

(a) *In General* – **H&C** will incur various costs and expenses in the performance of legal services under this Agreement. You agree to pay for those costs and expenses in addition to **H&C's** hourly rates. The costs and expenses commonly include filing fees, document search and copying fees, fees fixed by law or assessed by courts and other agencies, postage, messenger and other delivery fees, word processing charges, parking and other local travel expenses, long distance telephone calls and facsimiles, photocopying and other reproduction costs, deposition costs, preparation of exhibits, computer research costs, and other similar items.

(b) *Out-of-Town Travel* – You agree to pay transportation, mileage, meals, lodging, and all other costs of any necessary out-of-town travel by **H&C** legal personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

(c) *Consultants and Investigators* – To aid in the preparation or presentation of your case, it may be necessary to hire consultants or investigators. **H&C** will not hire such persons unless you agree to pay their fees and charges. **H&C** will select any consultants or investigators to be hired.

7. BILLING STATEMENTS. A monthly billing summarizing all legal services performed, fees charged, and costs incurred shall be provided to you by **H&C**. **Payment is due within 15 days of issuance of the bill and balances outstanding for 30 days shall be deemed by H&C to be delinquent.** You agree that delinquent status may, at the election of **H&C**, result in the interruption or termination of service. Any balance that remains unpaid beyond 30 days will be subject to a finance charge of 1.5% per month (18% annual percentage rate). Any fees for legal services outstanding upon the conclusion of the case will be satisfied out of the proceeds of any settlement, judgment or verdict, if any such funds exist.

8. DISCHARGE AND WITHDRAWAL. You may discharge **H&C** at any time. **H&C** may withdraw with your consent or for good cause. Good cause includes, but is not limited to, breach of this Agreement, your refusal to cooperate with **H&C** or to follow **H&C's** advice on a material matter, or any fact or circumstance that would render **H&C's** continuing representation unlawful or unethical.

When **H&C's** services conclude, all unpaid charges will immediately become due and payable. Moreover, after **H&C's** services conclude, **H&C** will, upon your request, deliver your file to you, along with any funds or property belonging to you in **H&C's** possession.

9. DISCLAIMER OF GUARANTEE. Nothing in this Agreement or in **H&C's** statements to you should be construed as a promise or guarantee about the outcome of work to be performed for you by **H&C**. **H&C** makes no promises or guarantees. You recognize that **H&C** can only use its best efforts and diligence and that **H&C** does not guarantee or warrant the results of any representation or the time and/or resources it will take to complete any particular case or project. **H&C's** comments about the outcome of your case are only expressions of **H&C's** opinion.

10. EFFECTIVE DATE. This Agreement will take effect when you have fully satisfied the conditions stated in Paragraph 1, but its effective date will be retroactive to the date **H&C** first provided services to the Client. The date at the beginning of this Agreement is only for purposes of reference. Even if this Agreement does not take effect, you will be obligated to pay **H&C** the reasonable value of any services **H&C** may have performed for you at your request.

11. SEVERABILITY. In the event any provision of this Agreement, in whole or in part, is held unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

12. ENTIRE AGREEMENT. This document contains the entire agreement between **H&C** and the Client and there are no representations or warranties between the parties other than those expressly stated herein.

HODGES & COXE, P.C.

By: _____
Officer/Director

I have read and understand the foregoing terms and hereby agree to them. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations of the Client under this Agreement.

CLIENT(S):

CLIENT Date: _____

CLIENT Date: _____