

LAW OFFICE OF MARK C. THOMPSON
LEGAL SERVICES CONTRACT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENT:
COUNTY OF BEXAR §

THAT I, _____, (Client) do hereby employ and appoint **MARK C. THOMPSON** as my chosen attorney to represent me in the following matter(s)
_____.

_____ Client and Attorney agree that Client will deposit a **retainer** of **\$1,500.00** for LEGAL FEES, FILING FEES AND COURT COSTS into Attorney's trust account. Attorney will provide legal services to Client and bill Client for such services at a rate of \$175.00 per hour, billed in quarter-hour increments. Time constraints imposed by Client and other circumstances, such as an emergency matter, may result in a rate one and one-half times the ordinary rate. **All new files are subject to a \$50.00 file start-up fee.** Client will be required to deposit additional funds as requested as needed to maintain a positive balance at all times. Failure to replenish upon written request provides Attorney grounds for withdrawal. At the conclusion of representation all funds remaining in Attorney's trust account will be returned to client with a final accounting.

_____ **Client understands that Attorney does not guarantee a particular result or outcome in this case.** The nature of civil or criminal litigation is such that no competent attorney can, or should, promise or guarantee any specific result.

_____ **As a Client**

1. I insist that my attorney protect the secrecy and confidentiality of all communications about my case.
2. I understand that my attorney has agreed to represent me in only the matters stated above and that his representation is contingent on my truthful and complete cooperation with him. If I have been untruthful as to a material fact, fail to cooperate in any significant way, or fail to meet the entire financial obligation stated above, then my attorney may declare this contract void and withdraw from my representation.
3. I certify that none of the money paid, or promised, for legal fees and expenses, is nor will be proceeds from unlawful activities.

_____ It is expressly understood and agreed that Attorney may withdraw from his employment, if the Client:

1. Insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported in good faith argument of an extension, modification, or reversal of existing law;

2. Insists that Attorney pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules;
3. By other conduct renders it unreasonably difficult for Attorney to carry out his employment;
4. Insists that Attorney engage in conduct that is contrary to his judgment and advice, even if such conduct is not contrary to the disciplinary rules;
5. **Deliberately disregards an agreement with Attorney as to fees for services rendered, costs, or expenses.**

_____ If Attorney elects to withdraw because of conduct on the part of Client as described in items 1-5 above, the withdrawal shall be considered a withdrawal for good cause and Attorney shall be entitled to all earned compensation set out above in this contract up to the date of Attorney's withdrawal.

_____ Client acknowledges that Attorney will do everything possible to expedite the appropriate disposition of Client's case consistent with but not limited to the following factors:

1. Attorney's abilities, training, experience and professional judgment;
2. Client's specific circumstances and goals and the goals of the other party;
3. The nature of Attorney and Client's contractual relationship (including but not limited to the nature of Attorney's compensation and Client's cooperation in replenishing trust account as requested),
4. Whether Client's case is a "priority" when compared to Attorney's other cases (in terms of pending deadlines, settings or hearings, **whether the safety or welfare of a child is in danger**, or if the value of community or other assets is in danger); Note: All of my client's are important, but sometimes some cases must take priority over others.
5. Whether Client's case is imposing an undue burden on Attorney's other cases.
6. Any actions that have already occurred prior to Attorney's involvement in this case (including but not limited to actions of previous attorneys and prior court proceedings);
7. Deadlines and other limitations imposed (by law or otherwise); and,

Note to Clients:

_____ There will almost certainly be difficult decisions for you to make. It is my responsibility to advise you of your available options and the possible legal consequences. You must make the actual decisions and live with the consequences. I will do my best to ensure that you make an informed decision, and my ability to do so relies on your complete cooperation, trust, and patience. I can not be held responsible for the resulting consequences when relevant events or facts are withheld from me. When in doubt, you should tell me everything. **Despite the events of your**

life that have led you to my office, my duty is to protect your confidentiality and your best interest.

____ **I AM NOT A TAX ATTORNEY OR FINANCIAL ADVISOR.**

The following special conditions apply and shall supercede any contrary provision above: _____

EXECUTED ON _____.

**AGREED AND ACCEPTED FOR THE
LAW OFFICES OF MARK C. THOMPSON:**

MARK C. THOMPSON

Client

Printed Name