

LAW OFFICE OF MARK C. THOMPSON
LEGAL SERVICES CONTRACT

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

THAT I, _____, whose address is _____, have employed and appointed, and 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** in Attorney's trust account. Attorney will provide legal services to Client and bill Client for such services at a ordinary rate of \$175.00 per hour for time expended on Client's behalf. 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 actions are billed in quarter-hour increments. **All new files shall be subject to a \$50.00 file start-up fee.**

_____ Attorney will notify client in writing when the retainer balance drops to **one-half of the original deposited amount**. Client will be required to deposit additional funds to cover remaining costs, legal fees, and remaining work, such request by attorney must be written. Failure to replenish upon written request shall provide Attorney grounds for withdrawal. At the conclusion of representation all money remaining in Attorney's trust account shall be returned to client with a final accounting. The total balance of client's account will be due and payable no later than **10 days prior to** the completion of the case.

_____ This retainer prohibits counsel from accepting any employment or other client that might conflict with Client's legal interests. **All filing fees, citation fees, and service of process are additional charges.** Client agrees to pay the full amount of each bill within fifteen (15) days of the billing date. **Any outstanding balances not paid when due as agreed above will bear interest at the rate of six percent (6%) per year** or the maximum legal rate, whichever is less, from such date until paid.

_____ Attorney will draw upon such trust account at intervals for work actually performed on behalf of Client and for fees and expenses and shall provide Client with a detailed statement of such time expended, at regular intervals or upon written request. Client agrees to replenish the trust account as requested by attorney as needed to maintain a positive balance at all times, Client will be asked to replenish, and failing to do so shall be good cause for Attorney to withdraw. Attorney reserves the right to withdraw as your counsel of record should you be unwilling or unable to pay any fee when due.

_____ Client understands that representation may consist of: advising and counseling; researching and investigating the law and the facts; preparing for hearing(s) and trial(s); negotiating with state and federal authorities; employing co-counsel and expert witnesses; interviewing potential witnesses; collaborating with other counsel; preparation and revision of pleadings and other documents, preparing and participating in negotiations and mediations, and going to court if necessary or appropriate.

_____ **Client understands that Attorney does not guarantee a particular result.** The nature of civil or criminal litigation is such that no competent attorney can, or should, promise or guarantee any specific result, **and Attorney neither promises or guarantees any specific result or outcome in this case.**

As a Client

1. I insist that my attorney protect the secrecy and confidentiality of all communications about my case.
2. I demand assertion of the attorney-client privilege at all times except when in the professional judgment of my lawyer, a disclosure will aid my defense.
3. 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.
4. I certify that none of the money paid, or promised, for legal fees and expenses, is nor will be proceeds from unlawful activities. In addition, none of the money paid for fees and expenses are for the benefit of legal advice or protection for any person other than myself and those with whom I may have entered into a joint defense.

_____ 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 by 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. Attorney shall provide a final accounting of all legal fees and a refund of any remaining Client funds to Client after his 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 and experience;
2. Client's specific circumstances, condition, and goals;
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. Attorney and Client's working relationship (including but not limited to how Attorney and Client interact and whether Client is cooperative and provides information as requested);
5. 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.
6. Whether Client's case is imposing an undue burden on Attorney's other cases and vice versa,
7. The goals and actions of any opposing party;
8. 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);
9. Deadlines and other limitations imposed (by law or otherwise); and,
10. Attorney's professional judgment.

Note to Clients:

_____ There will almost certainly be some difficult decisions for you to make. It is my responsibility to advise you of your available options and the possible legal ramifications. 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.**

It is my experience that the tax considerations of my clients are unique and often complex. Therefore, although tax considerations will arise in each case, my services do not include tax or financial advise. You are encouraged and expected to obtain independent tax advice for any questions regarding any income tax issue, including any division or award of property in this case, or long term financial planning.

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