



## Service. Solutions. Success.

### ATTORNEY-CLIENT FEE CONTRACT TERMS AND CONDITIONS

This agreement is made between Stephen E. Meltzer of Meltzer Law Offices, 873 Concord Street, Framingham, Massachusetts, referred to in this agreement as "Attorney" and the undersigned, referred to in this agreement as "Client" in order to set out the terms and conditions under which attorney will represent client. The Agreement is only effective if accompanied by the Attorney Client Scope of Services Agreement.

#### SECTION ONE

##### **EFFECTIVE TIME OF AGREEMENT**

This agreement shall take effect on its execution by both parties, and receipt by Attorney of the retainer as provided for herein.

#### SECTION TWO

##### **SCOPE OF SERVICES**

Under this Agreement, Attorney agrees to represent Client in connection with the case or matter outlined in the Attorney Client Scope of Services Agreement attached hereto. Attorney will represent Client and provide such reasonable legal services as are necessary for the matter so described and as he may be directed in the course of such representation, which may include, but is not necessarily restricted or limited to counseling and representation with regard to any arbitration, mediation, negotiation and in any Court of Law in which Attorney is qualified to represent Client, attendance at and prosecution of matters before regulatory and administrative agencies. Client acknowledges that all legal services will be conducted within the Commonwealth of Massachusetts.

#### SECTION THREE

##### **ATTORNEY FEES**

Client agrees to pay attorney fees in accordance with the attached Scope of Services and, if applicable, the attached Contingency Fee Agreement. Our Costs and expenses will be reimbursed to us at our actual cost.

#### SECTION FOUR

##### **RETAINER FEE/DEPOSIT**

Client will pay an initial retainer as provided in the attached Scope of Services. All deposits will be held in a trust account. Client authorizes attorney to use such deposits to pay the fees, costs and other expenses incurred in connection with the subject of this agreement as they are incurred. Attorney will send client monthly statements of fees, costs, and expenses incurred. Any unused deposit at the conclusion of attorney's services will be refunded.

#### SECTION FIVE

##### **PAYMENT OF CHARGES**

Except as provided above, Client must pay all amounts are due upon receipt of statement of fees, costs and expenses. Fees not paid upon receipt of an invoice shall be subject to interest charges at a rate of 0.05% per day.

#### SECTION SIX

##### **COSTS AND EXPENSES**

a. Client agrees to pay for costs and expenses incurred in connection with Client's case, in addition to the hourly fees, such as fees fixed by law or assessed by courts and other agencies, court reporters' fees, process server's fees, long distance telephone calls, messenger fees, delivery fees, parking, highway and bridge tolls, photocopying and other reproduction costs, and other similar items. All costs and expenses will be charged at Attorney's cost.

b. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by attorney's personnel.



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Client also agrees to pay for the time attorney and legal personnel spend traveling.

c. In the event it becomes necessary to hire expert witnesses, consultants or investigators, except as provided herein, Attorney will not hire such persons unless client agrees to pay their fees and charges.

### SECTION SEVEN

#### **ATTORNEY'S LIEN**

Client grants attorney a lien on all claims in which Attorney represents Client under this agreement, for any sums due and owing to Attorney at the termination of Attorney's services. Such lien will attach to any money or property recovered by Client. Attorney shall also have a lien on Client records, money, or property in Attorney's possession for any sums due and owing to Attorney at the termination of Attorney's services.

### SECTION EIGHT

#### **CLIENT'S DUTIES**

Client agrees to tell Attorney the truth, to cooperate with Attorney, to keep Attorney informed of any developments that are relevant to the case, to faithfully comply with this Agreement, to pay Attorney fees on time, and to keep Attorney advised of Client's address and telephone number and any changes of such address or telephone number.

### SECTION NINE

#### **TERMINATION AND WITHDRAWAL**

##### Your Right to Terminate of Representation

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will stop all legal work on your behalf immediately. You will be responsible for paying all legal fees and expenses incurred on your behalf in this matter before the date of written notice of termination was received by our firm.

In the event there is a contingency fee due in this matter, if you terminate the representation

before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed, based upon the amount of time required, the complexity of the matter, the time frame within which the work must be performed, our experience, ability, reputation, the responsibility involved and the results obtained.

##### Our Right to Terminate Representation

Unless the ethical rules require otherwise, we may terminate this representation at any time with or without cause by notifying you in writing of our desire to do so. We may also terminate our representation (to the extent permitted by the ethical and court rules) at any time if you breach any material term of this agreement or fail to cooperate or follow our advice on a material matter, if conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, you will take all steps reasonably necessary and will cooperate as reasonably required to free us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and expenses incurred before the termination of our representation in accordance with the provision of this agreement.

### SECTION TEN

#### **DISCLAIMER OF GUARANTEE**

Attorney will use Attorneys' best efforts in representing Client, but makes no promises or guarantees regarding the outcome of Client's case or matters. Attorney's comments regarding the outcome of the case are mere expressions of opinion. Attorney does not guarantee any time frame within which Client's case or matters will be resolved.



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