

**NEW FILE INFORMATION FORM AND RETAINER AGREEMENT**

FILE OPEN DATE: \_\_\_\_\_  
NEW CLIENT? \_\_\_\_\_

PERSON OPENING FILE: \_\_\_\_\_  
REFERRED BY: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_  
MATTER NAME: RE: \_\_\_\_\_  
E-Mail Addresses: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
DAY PHONE: \_\_\_\_\_

AREA OF LAW: Corporate: \_\_\_\_\_ Will/POA: \_\_\_\_\_ Litigation: \_\_\_\_\_ Other: \_\_\_\_\_ Domestic: \_\_\_\_\_

FEE BASIS: (For Office Use) Hourly: \_\_\_\_\_ Contingent: \_\_\_\_\_ Fixed Fee: \_\_\_\_\_ (each plus expenses)  
Other/Fee Quoted: \_\_\_\_\_  
Payments Made: \_\_\_\_\_ Balance Due: \_\_\_\_\_

**Credit Card Payments:** McCrary Law, P.C. accepts credit cards for payment of its accounts. However, *if you submit payment by credit card, you authorize our firm to increase your account balance by 3% as a credit card processing fee.*

**Comments and Description of Legal Services:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENTS AND AGREEMENT:** I agree that:

- (1) I retain and/or engage McCrary Law, P.C. (the "Firm"), including its contractor(s) and of-counsel attorneys, to perform legal services, at the rate or according to the fee, as described above;
- (2) The foregoing information and all information which I give or will give to the Firm is or will be accurate;
- (3) The Firm's hourly rates are subject to change upon 30 days notice;
- (4) Any quote of hourly charges which I have been given is an estimate only, unless the Firm has agreed in writing to a specific fixed-fee amount or to a fixed-hourly commitment;
- (5) If any other work or services are provided to me in addition to those referenced above, I understand that they will be provided subject to my payment of the Firm's then-current standard hourly rates for such services, presently \$350 per hour, \$375/hr for courtroom time, unless the Firm agrees otherwise in writing;
- (6) If my case or representation requires that the Firm perform services outside of normal business hours (9:00 am to 5:00 pm Monday thru Friday), and if the Firm agrees to do so, then I acknowledge and agree that the Firm reserves the right to charge higher rates for such services, \$375 per hour, unless the Firm agrees otherwise in writing;
- (7) In addition to any fees specified herein, I will pay all expenses incurred on my behalf (see reverse side of this form);
- (8) Any sums not paid when due may be assessed interest at 1.5 % per month, commencing 30 days after billing, as well as collection costs, including reasonable attorneys fees in the amount of at least 15% of the amounts then owing and due, and including the reasonable value of the Firm's own time incurred in pursuing collection against me;
- (9) The Firm may withdraw from representing me if any bill is not paid when due;
- (10) I HAVE READ THE REVERSE OF THIS FORM regarding the Firm's policies concerning "retainers," "expenses," and other matters; and, by signing this form, I agree to those terms.

CLIENT SIGNATURE(S):

DATE: \_\_\_\_\_ By: \_\_\_\_\_

(a) **DEPOSITS AND RETAINERS:** A deposit or retainer will normally be required before we commence any work or representation on your behalf. This will be determined between you and your attorney when this Agreement is signed. "Deposits" are generally advance payments of fixed fee charges and related expenses. "Retainers" are generally advances on hourly charges and related expenses. **BOTH DEPOSITS AND RETAINERS ARE ONLY REFUNDABLE AS STATED IN THIS AGREEMENT.** No separate account will be established for any deposit or retainer unless we agree otherwise in writing.

**Application of Funds:** We reserve the right to apply *deposits* to your account immediately, or, at our option, to hold such *deposits* in our accounts as security for future payment of our fees and expenses and to bill you separately for such fees and expenses as they are incurred. *Retainers* will be applied to your account as hourly charges and related expenses are incurred. *Consulting fees* may be charged to you as soon as the consultation services in question have been rendered.

**Refunds:** *Deposits* will be repaid to you only if we do not perform the fixed-fee work which we have agreed to do for you, through no fault of your own. *Deposits* will not be repaid to you merely because you voluntarily terminate your relationship with our firm or fail or refuse to provide us with information reasonably necessary to enable us to do work for you. Unexpended *retainers* will be repaid to you, if we not do or stop doing work which we have agreed to do for you or even if you elect to voluntarily terminate our contract with you, *once we have been paid for all attorneys fees and expenses incurred in connection with your representation and taken all steps which we are legally or ethically required to take in order to withdraw from representing you* (e.g. obtaining court approval, if necessary). Once we are notified that our services have been terminated, we will have no obligation to perform any further work for you, except as otherwise provided by applicable law.

**Time:** We will not have any obligation to refund any deposit or retainer for at least thirty (30) days after our work for you has terminated, and until we have been invoiced and repaid for any third-party expenses which we have incurred on your behalf, whichever is later. All refund requests must be in writing.

**Amount/Additional Payments:** The amount of such deposit or retainer will be reflected on the front of this form, along with the amount you have paid and/or the amount which you still owe. An additional deposit or retainer may be required if the nature of our representation on your behalf changes in some material fashion, for example if a non-litigation matter evolves into a litigation case or if multiple matters or types of representation become involved in our work for you which were reasonably unforeseen when we agreed to provide legal services to you.

(b) **EXPENSES:** "Expenses" which will be billed to your account will include any and all monies which we spend out-of-pocket to any third parties during the course of and directly connected with your representation, such as court costs, courier charges, postage, long distance and cellular phone charges, overnight delivery, court reporter fees, expert witness fees, and similar costs. "Expenses" will also include the reasonable value of certain in-house services, such as photocopies, faxes, etc. **PHOTOCOPIES ARE PRESENTLY BILLED AT A RATE OF \$.15/PAGE. FAXES, BOTH INCOMING AND OUTGOING, ARE BILLED AT A RATE OF \$.20 PER PAGE;** which rates are intended to include not only our actual out-of-pocket materials costs, but also all or at least a portion of our staff time incurred in attending to your business. These rates may change. Otherwise, we will not "mark up" charges to our offices by third parties, unless we notify you in advance in writing. However, charges for *in-house* services which are provided to you may be more or less than the actual cost of such services to us; taking into account the actual cost of the equipment, material, supplies, staff time, and administrative time needed to accommodate your representation.

(c) **HOURLY CHARGES:** Whenever our firm charges you on an "hourly" basis, that means the actual amount of time which we expend on your behalf at our then-current hourly rates. We charge for all telephone calls and emails, whether incoming or outgoing. We charge for travel time and for time incurred awaiting calendar calls, etc., whenever we could be back in the office doing work for other clients. We charge our time in tenth-hour increments, with a minimum charge of .1 hours for all work. Except to the extent that we have made a mistake on your bills, we charge for all time which we expend discussing your bills with you.

(d) **FIXED FEE CHARGES:** Some documents which we prepare for our clients are billed at a fixed fee rate. After ninety (90) days following delivery of draft documents to you, we reserve the right to charge you hourly, at our then-current rates, for any subsequent work relating to such documents. Your prompt execution of documents which we prepare for you is requested.

(e) **PARALEGAL & STAFF TIME:** Some work which we perform for you may be performed by a paralegal under the supervision of a licensed attorney. We reserve the right to charge you for such paralegal's time, at our current standard rate of **\$65.00** per hour, for any work which would otherwise be performed by an attorney at a higher rate. If we find it necessary to engage additional staff to complete our work for you, you will be charged for our cost in obtaining such additional staff.

(f) **OTHER ATTORNEYS:** Some of the work which we perform for you may be performed by other attorneys who are affiliated with our office. These attorneys may share offices and often work with us, but who are not employed by, partners in, or owners of this firm. This firm always will remain materially involved in your representation, but you agree that we may assign work to and compensate other attorneys working with our firm, whether or not they are actually our employees, and to share information with them.

(g) **ATTORNEYS LIEN:** Under Georgia law, attorneys are entitled to a lien on the properties of their clients which are in the attorney's possession pending payment for the attorney's services. If you fail to pay us what you owe us, we have the right to assert such a lien against you, to the fullest extent that we are allowed to do so under Georgia law and under the applicable rules, regulations, and ethical guidelines of the State Bar of Georgia.

(h) **PROPRIETARY RIGHTS:** All work which the Firm does for its clients is proprietary to the Firm and shall not constitute "work made for hire" under any provision of state or federal law. Documents produced by the Firm, even if paid for by the client, at all times remain the property of the Firm and not property of the client. Unless otherwise agreed by the Firm in writing:

**THIS FIRM DOES NOT PROVIDE COPIES OF DOCUMENTS PRODUCED BY THE FIRM IN ELECTRONICALLY EDITABLE FORM.**

(i) **BILLING DISPUTES:** We try to avoid becoming involved in billing disputes with our clients. Please read your bills carefully. If you believe your bill is incorrect, please let us know immediately. If we do not hear from you in these regards, we will assume that you are in agreement with our bills and will proceed to provide further services to you only in reliance upon your agreement to pay us what we have billed you.

(j) **E-MAIL:** You have expressly given us permission to communicate with you by E-mail at the address(es) shown on the front of this form. You furthermore agree to hold us harmless from and to indemnify us from and for all losses, damages, claims and expenses arising from any and all computer viruses, Trojan horses, and similar malware which you intentional or inadvertently send to our office in your electronic transmittals.

**I HAVE READ, UNDERSTAND AND AGREE WITH THE FOREGOING POLICIES.** I furthermore acknowledge and agree that this New File Information Form and Retainer Agreement contains the entire agreement between me and my attorneys. I am not relying upon any other agreements, oral or written, in retaining these attorneys to represent me.

CLIENT SIGNATURE(S):

DATE: \_\_\_\_\_ By: \_\_\_\_\_