



*C. Glenn Cook, Jr.*

## RETAINER FEE AGREEMENT

**Parties and Matter.** You, the "Client," hereby agree to engage, C. Glenn Cook, Jr. of 2900 Paces Ferry Road, NE Suite C-2000 Atlanta GA 30339, the "Attorney," to represent you in connection with "Matter":

The scope of the representation does not include advice or services regarding the following: accounting, tax, financial, business, management, and related non-legal matters and advice (you are advised to engage a CPA, tax attorney or business consultant to advise you regarding these matters); title searches, surveys, inspections and other non-legal work relating to real estate (you are advised to engage a title insurance company, abstractor, surveyor or other licensed professional to provide you these services); securities, labor and other matters not handled by the Attorney (you are advised to engage a lawyer who concentrated in these matters if you need advice).

The Attorney does not agree to represent the Client in any other matters not described above. If the Client has the right to appeal an administrative or judicial decision in connection with the Matter, the Attorney agrees to notify the Client in a timely fashion whether it will represent the Client in connection with such appeal.

Communication and drafts of all documents will be sent via E-mail when available to expedite the service. The Client understands that the E-mail may not always be secure and agrees to assume any and all risk of inadvertent disclosure or loss.

**Fees and Retainer.** Time charges for services will be billed at the following hourly rate: \$235.00 per hour.

The Attorney reserves the right to increase his hourly rate with 30 days' prior notice to the Client.

The initial retainer required is \$\_\_\_\_\_. The Attorney bills fees and expenses against retainers. The retainer will be used to pay fees and to reimburse costs only as actually accrued. The Attorney will send the Client a statement about every four weeks to advise the Client of the assessments against the retainer for fees and costs. If the retainer falls below \$\_\_\_\_\_ at any time during representation, the Client may be asked to replenish the retainer to that level. When the issues relating to the Matter have been resolved, the Attorney will refund to the Client any portion of the retainer that remains unapplied to services rendered. Client will be responsible to pay any fees that exceed the Retainer.

**Time Charges.** The time charges include, but are not limited to, court appearances, telephone conferences, telephone calls to and from the Client, office conferences, legal research, depositions, review of file materials and documents sent or received, travel time, waiting time, preparation for trials, hearings and conferences, and the drafting of pleadings, correspondence, and office memoranda. Time charges specifically include all telephone calls, including calls to and from the Client. There is a minimum time charge of 1/10th of an hour for the attorney's time as to any item billed.

**Disbursements.** The Client additionally agrees to pay for all out-of-pocket disbursements and expenses reasonably incurred by the Attorney in connection with this Matter, such as, but not limited to: filing fees, service of process, witness fees, travel and related costs, mailing and delivery charges, telephone charges, special research services, commercial photocopy charges, faxes, in-office photocopy charges, and other incidental expenses. The Attorney agrees to obtain the Client's approval prior to incurring any single disbursement or expense in excess of \$500.

**Payment Terms.** The Attorney will send the Client a statement monthly to advise the Client of fees and costs. Payment of any fees and disbursements shall be made upon receipt of the statement. If the Client discharges the Attorney, payment of all accrued time charges shall become due immediately. The Client is personally responsible and liable for all fees due from the Client to the Attorney, including, if necessary, reasonable collection costs.

**Cooperation, Discharge, and Withdrawal.** The Client agrees to cooperate fully with the Attorney in all matters during the term of this agreement, including providing the Attorney with all relevant information necessary to pursue the work described above. The Attorney is relying on the Client to provide necessary facts pertaining to the matter. In addition, the Client agrees to pay all fees and expenses promptly. In the event the Client does not fully cooperate with the Attorney or pay fees and expenses when billed, the Attorney reserves the right to withdraw with consent or for good cause from his representation after 30 days' written notice to the Client and in accordance with the applicable Rules of the Court. The Client may discharge Attorney at any time, although no refund shall be given for fees paid or due.

**Joint Representation.** The Attorney will represent both of us (as the Client) in this Matter. Principles of legal ethics permit joint representation of more than one client in the same Matter, but only under circumstances of full disclosure and agreement by all involved, and only upon the Attorney's conclusion that joint representation will not adversely affect his relationship with each client. In accepting this Matter, the Attorney has concluded that our interests and objectives are sufficiently similar to make joint representation appropriate. However, we must remain confident that no real or perceived conflict of interest is created by joint representation. Furthermore, if we provide the Attorney with confidential information, the Attorney may provide that information to the either of us. If either of you or the Attorney independently concludes that a conflict does or may come to exist, all parties acknowledge that the Attorney must, and will, withdraw from representation.



**Confidentiality.** The Attorney agrees to hold all communications and information provided to it by the Client in total confidence, except as authorized and directed by the Client. The Attorney will, upon the Client's direction, communicate with members of the Client's family or others regarding this Matter. The Client hereby authorizes the Attorney to communicate with the following people concerning this Matter:

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**Outcome.** The Client understands that the Attorney cannot and does not promise or guarantee any specific result or outcome in this Matter.

We, the Client and the Attorney, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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C. Glenn Cook, Jr.

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**THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.**

SAMPLES Not Binding

