

**MASSACHUSETTS BAR ASSOCIATION
20 WEST STREET, BOSTON, MA 02111-1218 (617) 338-0552**

**MODEL FEE AGREEMENT
CRIMINAL DEFENSE - FIXED FEE**

I, _____ of _____,
the "Client", hereby agree to retain _____
of _____, the "Attorney"/"Firm", in connection with the defense of the Client
on the following criminal charges, or potential criminal charges: (insert specific charges, complaint or indictment numbers, and court(s)
involved)

_____.

It is understood that the representation will include handling the following matters, and at the following court levels:

_____ Grand Jury	_____ Trial	_____ District Court
_____ Arraignment	_____ Post Trial	_____ Probable Cause Hearing
_____ Bail	_____ Revise and Revocation	_____ Superior Court
_____ Motion	_____ Other	_____ U.S. District Court
_____ Pre-Trial Conference		_____ All Appeals

1. The Client shall pay to the Attorney for all services rendered in regard to the above matter(s), the sum of \$_____, payable as follows: _____ (one payment, timetable, etc.).
2. In addition to legal fees, all costs in connection with the representation of this matter shall also be paid by the Client. Examples of these costs and out-of-pocket disbursements which the Attorney may make in connection with this matter are, without limitation, filing fees, witness fees, expert witness fees, travel, sheriff's fees, deposition expenses, transcript expenses, investigation, copies, telephone calls and other incidental expenses. With regard to such out-of-pocket disbursements, the Attorney agrees to obtain the Client's prior approval before incurring any single cost or disbursement in excess of \$_____ and incurring total costs in excess of \$_____
_____.
3. If the Client does not make payments as required under this Agreement, or if the Client has misrepresented or failed to disclose important facts to the Attorney, or if the Client unreasonably fails to follow the Attorney's advice, then the Attorney is entitled to apply to the court for leave to withdraw from the handling of the case. If any of these events occur and leave is granted, and if the Attorney elects to withdraw, the Client shall promptly arrange for a substitution of counsel. In addition, there shall be an accounting by the Attorney of legal services rendered and expenses and fees paid at the time of withdrawal. All amounts owing by either party shall be paid to the other party within thirty days.
4. If the relationship is terminated by the Client, or the Attorney withdraws for the reasons stated above, and there are any amounts owing to the Attorney, the Attorney shall have a lien to the extent recognized by law, upon all the Client's documents, property or money in the Attorney's possession for payment of all amounts due. If it is necessary to file suit for the collection of any amounts due from the Client under this Agreement, the Client shall pay the reasonable Attorney's fees, together with court costs for this collection. In no event shall the Attorney retain any Client(s) files or materials. *See* Mass.R.Prof.C. 1.16(d).

5. If the Attorney is discharged by the Client prior to the conclusion of this representation, the Attorney is entitled to be then compensated for the fair value of the services rendered to the Client up to the time of discharge, and for his or her reasonable expenses and disbursements.

6. The Attorney may in his or her discretion employ any associate counsel, and or paralegal, within his or her law firm, at the Attorney's own expense, to assist in preparing the case and representing the Client.

7. The Attorney and Client state that the Attorney has made no promise or guarantee as to the successful resolution or eventual outcome of the criminal charges or potential criminal charges, and that this agreement is not based upon any such promises or anticipated results.

8. If the Client fails to pay any bill within 60 days of receipt, (simple/compound) interest will be paid at the rate of _____% per (year/month).

9. If the Client and Attorney are unable to resolve their differences on the question of any fee, and or expenses, they hereby agree to make a good faith effort at resolving their disputes. If the dispute cannot be resolved, the Client and Attorney agree to place the matter before the Legal Fee Arbitration Board of the Massachusetts Bar Association, or some other fee dispute resolution body, and agree to be bound by the decision.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN PARAGRAPH ONE IS PAID IN FULL.

We, the Client and the Attorney/Firm, have read the above Fee Agreement on this _____ day of _____, 20____ and understand its terms and both have signed it as our free act and deed.

Client

Attorney/Firm

The Client acknowledges receipt of a copy of this agreement.

Client

Date

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.

*This agreement has been prepared and endorsed by the Massachusetts Bar Association. June 1988.
Reprinted July 1992. Amended July 1995. Reprinted August 1995.
Amended March 1998. Reprinted March 1998. Amended June 2002. Reprinted June 2002.*