

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

**MODEL FEE AGREEMENT
GENERAL REPRESENTATION - HOURLY FEE**

I, _____ of _____, --

The "Client," hereby agree to retain _____

of _____, the "Attorney"/"Firm," in connection with:

1. The Attorney has received \$ _____ as a payment on account. Because of this partial payment the Attorney agrees to provide legal services in connection with the above matter and to keep the client fully informed of all significant developments, and to send copies of relevant documents necessary to achieve that purpose. The payment received shall be applied against both the bills for the legal services performed for the Client and the costs and disbursements as described below.

2. Time charges for the services will be billed at the following hourly rates:

- (a) Partners' rates \$ _____ to \$ _____ per hour.
- (b) Associates' rates \$ _____ to \$ _____ per hour.
- (c) Paralegals' rates \$ _____ to \$ _____ per hour.

3. If at completion or upon termination of the legal services, the total of the bills for the services performed is less than the amount of the payment on account, the balance will be refunded to the Client.

4. Interim billing may be made in the event the charges exceed the initial payment on account. All interim bills are due and payable upon receipt. Failure to pay interim bills promptly will permit the Attorney/Firm, after notice to the Client, to terminate representation of the Client as permitted by applicable rules and law.

5. The time charges include but are not limited to court appearances, including waiting time, travel to and from court, telephone conferences, telephone calls to and from the Client, office conferences, legal research, depositions, review of file materials and documents sent or received, drafting of pleadings, correspondence and memoranda, and preparation for trials, hearings and conferences. All time charges, including telephone calls, will be billed at a minimum of _____/10th(s) of an hour.

6. The Client agrees to pay for costs incurred and out-of-pocket disbursements made by the Attorney, including, but not limited to, filing fees, witness fees, travel, sheriff's and constable's fees, expenses of depositions, investigative expenses, expert witness fees, charges for photocopies and telephone, and other incidental expenses. The Attorney/Firm agrees to obtain the Client's approval before incurring any single cost or disbursement in excess of \$ _____, and incurring total costs in excess of \$ _____.

7. The Attorney and Client state that no results have been guaranteed by the Attorney/Firm to the Client 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 of the arbitrator(s).

10. Other terms: _____

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 this Fee Agreement and agree to its terms and have signed it as our free act and deed on this _____ day of _____, 20 _____.

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 March 1998. Reprinted March 1998.
Amended June 2002. Reprinted June 2002.*