

FLOYD E. ROGERS JR. ATTORNEY

Office: 303-738-1188; Fax: 720-283-7604; Website: frogerslaw.com

FEE AGREEMENT FOR LEGAL SERVICES

1. PARTIES TO THIS AGREEMENT. This Fee Agreement for Legal Services contract is entered into by and between Attorney Floyd E. Rogers Jr., Attorney at Law, (hereinafter “Attorney”) and _____, (hereinafter “Client”), in the County of Arapahoe, State of Colorado. The Client and Attorney agree as follows:

2. LEGAL SERVICES.

3. LEGAL SERVICES EXCLUDED. All of, but not limited to, the following legal services shall be excluded by the Attorney under this agreement:

4. OBLIGATIONS OF ATTORNEY AND CLIENT. Attorney shall adequately perform the legal services under this agreement while updating the Client on any and all changes in his or her status, and respond to Client’s inquiries or other communications without delay. Client shall be honest and cooperate with Attorney, keeping Attorney abreast of new developments or changes that could effect Client’s case, particularly any changes in Client’s address, telephone number, and/or how to reach Client, and make any and all payments according to this agreement on or before the date due.

5. RETAINER & FEES. A Retainer of \$_____.00, shall be paid by the Client to the Attorney for representation regarding this matter. The retainer will be refreshed at any time the Attorney informs the Client, by a detailed statement, that the retainer has been depleted. The amount of refreshment will be the same amount originally agreed to as the Retainer, unless agreed otherwise. If services are performed by Attorney before receiving a retainer or a refreshment thereof, the Client will be invoiced for the services rendered and/or costs advanced.

If litigation, mediation or arbitration is necessary the retainer must be renegotiated or the Attorney has the right to immediately withdraw from all legal representation.

It is understood that Client will be billed \$300.00 per hour for Attorney time, \$125.00 per hour for paralegal/law-clerk time and \$75.00 per hour for legal secretary services.

Client agrees that no legal services will begin until the retainer is paid in full to the Attorney. Client understands that all amounts owed to the Attorney for legal services will be subtracted from the retainer paid by the Client and if the retainer has been

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depleted the Client will refresh the Retainer and will pay all invoices upon receipt for services rendered and/or costs advanced.

Attorney reserves the responsibility of delegating which employee shall perform the various aspects of the representation. Services rendered prior to signing this contract are included within the terms.

6. COSTS. Client shall pay all "costs" in relationship to attorney's legal services under this agreement. Costs include, but are not limited to, long-distance telephone charges, facsimile charges (one dollar each), court filing fees, deposition costs, expert fees and expenses, investigation costs, mileage charges (40 cent per mile), parking, messenger service fees, photocopying expenses (15 cents per copy, process server fees and any other related expense incurred by Attorney to provide legal services to Client.

7. STATEMENTS AND/OR PAYMENTS. Attorney shall send Client monthly statements to Client's most recent address on record, disclosing attorney's fees and costs and summaries, any funds applied from the retainer, and any current balance still owing. **Time is recorded in one-fourth hour increments. Time expended will be shown on monthly invoices.** Bills are due and payable upon receipt unless other specific arrangements are made. A service charge of 18% per annum will be added on any unpaid balance over thirty (30) days past due and will be compounded monthly.

8. PAYMENT OF ATTORNEY'S FEES OR COSTS BY ANOTHER PARTY. If the legal services rendered pertain to a claim, suit, litigation or other similar action, Client acknowledges that the Court may order, or the opposing party may agree, that another party shall pay for part or all of attorney's fees or costs or both. Such order or agreement shall not change Client's obligations to Attorney, but receipt of such payment shall be credited to Client's account.

9. CONFLICT OF INTEREST. Client is informed that the Rules of Professional Conduct of Colorado require that before an Attorney may commence or continue representation of a Client that the Attorney discloses to the Client any actual or potential conflict of interest between the Client and another person represented by the Attorney. If an actual or potential conflict of interest exists, that Attorney may not represent the Client without consent of such Client and the adverse party.

Attorney is not aware of any relationship with a person that may have a conflict of interest in the present subject matter or in any separate matter of Client under this Agreement. If the Client is aware of any such conflict the Attorney would appreciate the Client to inform the Attorney of such possible conflict.

10. SETTLEMENT. If the legal services rendered pertain to a claim, suit, litigation or other similar action, Attorney shall notify Client immediately of any offer received by Attorney to settle Client's matter. Attorney will not accept any offer to settle without first obtaining the approval of Client. Client shall have the unequivocal right to accept or reject any such settlement offer.

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11. ATTORNEY'S LIEN. Attorney shall have a lien for attorney's fees and/or costs advanced on behalf of attorney's representation of Client under this agreement. Attorney may enforce a lien against documents, property, or money, in accordance with Colorado law.

12. DISCHARGE OF ATTORNEY. Client may, at any time, discharge Attorney for any reason whatsoever by written notice, which shall become effective upon receipt by Attorney. Upon receipt, Attorney shall cease to provide all legal services to Client, unless otherwise agreed upon by Attorney and Client. Client acknowledges that following such termination, Client shall remain obligated to pay for all attorney's fees and costs owed to Attorney as required by the terms of this agreement.

13. WITHDRAWAL OF ATTORNEY. Termination of this contract may be at any time by written notice by Attorney. If permission for withdrawal is required by the court, the attorney shall promptly apply for such permission and the termination shall coincide with the Court Order for withdrawal. The attorney reserves the right to terminate this contract if client misrepresents or fails to disclose material facts, fails to pay fees and expenses when billed, or for conduct making it unreasonably difficult or unethical to represent client, or for any other just cause.

14. DISCLAIMER. Client acknowledges that Attorney makes no guaranty regarding the outcome or success with regard to Client's matter. Attorney does not have or hold any power to guarantee any certain outcome in favor of Client.

15. ENTIRE AGREEMENT. This agreement is complete in its entirety between the parties involved. This agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

16. SEVERABILITY. The remainder of this agreement shall be severable and remain in effect if any provision in whole or in part is held unenforceable for any reason.

17. MODIFICATIONS. This agreement may be modified only by the execution of a written agreement signed by all the parties hereto. Client understands and acknowledges that if Client wants any additional legal services that have not been included in this agreement, a separate agreement shall be necessary.

18. COLLECTION. Collection of amounts due to Attorney by the Client shall be at Client's expense. The Attorney may enforce a lien against documents, property, or money, in accordance with Colorado law. The attorney shall be entitled to attorney fees incurred as an expense of collection, whether or not suit is brought. The Client agrees to pay all attorney fees and costs for any collection action required to collect any amounts due to Attorney pursuant to this Fee Agreement.

19. DISPUTES. Disputes or questions as to the amount of a statement shall be brought to the attention of the Attorney in writing within fifteen (15) days of receipt of

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the bill. If agreement cannot be reached, the matter shall be submitted to the Legal Fee Arbitration Committee of the Colorado Bar Association for a binding and judicially enforceable arbitration award.

20. ASSOCIATE COUNSEL. Attorney may retain and employ in the Client's name the services of any additional associate counsel who, in his judgment, may assist him in representing the Client. In the event associate Attorneys are employed, that employment shall be on terms and conditions within the sole discretion of the Attorney, so long as the nature and extent of this Fee Agreement are not changed.

21. EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT. This agreement shall become effective when signed and dated by all parties hereto. However, in the event this Agreement requires the payment of a retainer fee to Attorney, this Agreement shall not become effective, and Attorney shall have no duty to act on behalf of Client, until the full payment of such retainer fee. This contract shall be binding upon the attorney, the client, heirs, representatives, successors, and assigns of both parties.

22. EFFECT OF DUPLICATE ORIGINALS OR COPIES.

If this Agreement has been executed in multiple counterparts, each counterpart original will have equal force and effect. Parties to this agreement may make photocopies (photocopies shall include: facsimiles and digital or other reproductions, hereafter referred to collectively as "photocopy") of this agreement and each photocopy will have the same force and effect as the original.

CLIENT ACKNOWLEDGES that this Contract shall be binding upon the Client and Attorney, their heirs, executors, legal representatives, successors and assigns. This

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agreement was executed in Arapahoe, Colorado. Client agrees that Arapahoe County shall be the appropriate venue for disputes concerning this agreement, and this Contract shall be construed and governed by the laws of Colorado.

Read this contract carefully before signature. Ask any questions before signing. Your signature acknowledges that you understand the contract and agree to pay. These fees and expenses will be billed to you if appointed Personal Representative. We invite questions or comments regarding the performance of our services, the fees and expenses. Our goal is to provide workable solutions to complex circumstances in a cost-effective, timely manner.

CLIENT ACKNOWLEDGES having read this FEE AGREEMENT in its entirety and finding it to be fair and reasonable agrees to all terms herein.

Floyd E Rogers Jr., Attorney

Date

Client

Date

Client

Date