

## **RETAINER AGREEMENT**

You (the Client) agree to retain me, Michael Idema, as your Attorney regarding the following legal matter:

**Representation on other matters:** This is not a general retainer to represent Client in all of Client's legal matters. Representation is limited to the matter or matters listed above. If Client wishes representation in other matters, a separate retainer agreement must be reached as to each separate matter. In divorce cases, representation does not include post-judgment proceedings or appeals unless Client enters into an additional retainer agreement. However, if Attorney performs additional services by verbal agreement with the client without having entered into a new written agreement, the services will be billed to the Client as provided under the terms of this agreement.

**Your responsibilities:** You agree to provide me with truthful, complete information; to advise me of changes in circumstances, including prompt notices of change of address or telephone numbers; to cooperate fully with me; to give due consideration to advice provided to you; to take no unethical, unlawful or fraudulent actions while I am representing you; and to pay attorney fees, expenses and court costs as set forth in this agreement. Failure by you to do these things will be grounds for me to withdraw as your attorney.

**My responsibilities:** I agree to perform all legal services reasonably necessary and related to this matter. I make no promises or guarantees concerning the outcome of this matter. I will not take any action on your behalf which is unethical, unlawful, fraudulent, or otherwise offends my sense of honor or propriety. I will not settle your case without your consent. However, I will control the progress of your case, scheduling of hearings, and legal tactics and arguments used in the case.

**Expenses:** You agree to pay all expenses incurred by me, including, but not limited to, court costs, service of process, appraisal fees, witness fees, mediator fees, arbitrator fees, long distance telephone charges, postage, and mileage (\$.35/mile) for any travel out of Kent County.

**Attorney fees:** You agree to pay fees for attorney services at my rate of \$200 per hour. The hourly rate applies to all services provided by me on the matter, including, but not limited to, conferences with you, telephone calls, research, preparation of documents, correspondence, negotiations with the opposing party or attorney, discovery proceedings, and court appearances. Time will be billed in minimum amounts of one tenth hour; therefore, the minimum fee charged for any work done on the matter at any one time is \$20. The time charged will be either the actual time expended, rounded up to the nearest one tenth hour; or a flat fee for certain types of hearings. The two exceptions to fees based upon actual time expended are:

**Kent County Friday Morning Motion Hearings:** Friday morning motion hearings will be billed at a flat rate of 2.5 hours (\$500). This flat charge includes the travel time, but does not include the office time for preparation of documents associated with the hearing or other preparation for the hearing. The flat charge for motions will be billed regardless of whether the case is settled or argued at court if the trip to court is made. Because of the chaotic way these hearings are scheduled by the Court, the actual time, including travel, can vary from as little as one hour to as many as five hours, most of it spent waiting for the case to be called. The time involved has little to do with the value of the service rendered, and a flat charge for the work based more on the value of the service than on the time involved is more appropriate than a strictly time based charge. I attempt

to schedule multiple motions every Friday morning so as to take advantage of the limited time available for divorce cases by overworked Judges, and to reduce wasted attorney time waiting at court. This may mean that you will need to wait for me while I am working on other cases on Friday mornings; however, you will not be incurring the usual hourly rate for that waiting time. Not all divorce cases require a motion hearing, but some contested cases may require multiple motion hearings.

**Kent County Pro Con Hearing:** A pro con hearing is an uncontested hearing to present evidence of the entitlement to a divorce in a case which has been settled or in which there was a default. If a separate pro con hearing in Kent County is held there will be a flat time charge of 1.5 hours (\$300), which will include travel time to and from court, but which will not include any related paperwork. However, if we present the evidence as part of another court procedure (for example, at a settlement conference) there will not be a separate flat fee for the pro con hearing. Instead, actual time for the settlement conference and pro con will be combined and charged.

**Fee estimates:** The total amount of attorney fees, court costs, and expenses cannot be determined in advance. The time expended by me is dependent upon some factors not within my control, and especially upon actions and positions taken by you and by the other party to the case. Therefore, fees are not limited by any estimate provided, but must be paid based on the time and hearings actually required in your case.

**Fees and expenses must be paid in advance:** Fees, court costs, and expenses must be paid in advance, by making a deposit or deposits to a Retainer Account (also called a Trust Account or IOLTA Account). A Retainer is money deposited by you with me for attorney fees, court costs and expenses to be incurred in the future. You must make an initial Retainer deposit in the amount set forth below before commencement of services, and may be required to make additional Retainer deposits to replenish the Retainer Account if the balance remaining on deposit falls below a certain level, also as set forth below. The Retainer deposits made by you will be deposited by me to a bank checking account where I maintain funds belonging to my clients. I will pay myself attorney fees, and your court costs and expenses, from the Retainer Account as services are performed. You will not receive interest on money held in your Retainer Account. Any interest on pooled client funds in my Retainer Account go to a State Fund to provide legal services to indigents.

**How fees and expenses are billed:** If your case will take more than one month to complete, you will generally receive a bill from me once a month showing services performed by me, amounts charged and paid from the Retainer Account for attorney fees, court costs and expenses, the balance still on deposit in the Retainer Account for future attorney fees, court costs and expenses, and any additional amounts which you must advance for future attorney fees, court costs and expenses. If you are billed for additional retainer deposits, the amount billed must be paid within 15 days of the date billed. If, at the completion of services, you have money on deposit in the Retainer Account which was not earned by me or expended on court costs or expenses, the balance will be refunded to you. If the amount on deposit was not sufficient to cover all of the attorney fees, court costs, and expenses, a final balance will be billed and must be paid within 15 days of the date billed.

**Billing disputes:** You agree to advise me within 15 days of the date of any billing if you have any questions regarding the bill, believe there may be an erroneous charge or otherwise dispute any charge on the bill, or if you are unable to pay the bill. There is no charge to talk to me about the bill, so if you have any questions or comments do call me. If you do not question or object to the bill within 15 days of the date of billing, the bill will be deemed accurate, correct, and fully due and payable.

**If you do not pay on time:** If you do not pay fees on time, and you do not obtain my agreement to extend the time for payment, I may withdraw as your attorney. If you have an outstanding balance for fees, costs or expenses, I may exercise an attorney lien as permitted by law against your file, property belonging to you which has come into my possession, or against property awarded you in your judgment of divorce, including real estate.

**Termination of attorney-client relationship:** The attorney-client relationship will automatically end at completion of the matter for which you retained me. In divorce cases, this will usually occur upon entry of the Judgment of Divorce. Either of us may also terminate our relationship before completion of the matter. If you have a pending case in which I have entered an Appearance, we will need to obtain the Judge's approval by entering into a Stipulation and Order allowing me to withdraw as your attorney. Alternatively, if you retain another attorney, that attorney may submit a Stipulation and Order for my approval to take over as your attorney. Attorney fee charges will terminate upon the Judge's approval of my withdrawal from the case as your attorney and when I have closed your file. You will still need to pay charges for fees and costs incurred until the file is closed. However, if you have any money left on deposit in your retainer account after all fees and costs have been paid, that amount will be refunded to you upon the file being closed.

**My file on your case:** It is my practice to provide you with a copy of all important papers filed in your case. I will also maintain all paperwork in a file for up to five years after completion my representation of you, after which I may destroy the file. No further notice will be provided to you before the file is destroyed. If you have provided me with documents for use in your case, you may request return of the documents at any time; however, if you do not request the return of the documents within 5 years of the end of my representation, the documents may be destroyed with the rest of the file. You may obtain all or a portion of the court papers, orders, and correspondence in the file upon request, at \$.35 per page, but subject to my attorney lien if you owe me for fees, costs or expenses, and subject to allowing me a reasonable time to make copies. To minimize your costs, it is recommended that you retain a file of all of the papers I send you as the case proceeds.

**The amount of your retainer:** The amount of retainer deposit depends upon the complexity of the case. In your case, the initial retainer deposit is: \$ \_\_\_\_\_. The minimum amount that you must maintain on deposit for future fees on a month to month basis is: \$ \_\_\_\_\_. If a trial is scheduled in your case, the amount you must maintain on deposit will increase to: \$ \_\_\_\_\_. The amount which you paid at the time you signed this Retainer Agreement is: \$ \_\_\_\_\_.

**Do not sign this agreement if you do not understand the terms of the agreement or if you do not agree to those terms. This is a legally binding contract for services and you will be required to comply with its terms. If you have questions about this agreement, ask before you sign.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Client

\_\_\_\_\_  
Michael Idema