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Retainer Agreement
Family Law

Dear [client name]:

Re: [description of matter]

Thank you for choosing Martinek Law, PLLC. The purpose of this letter is to set forth the terms of my legal representation of you.

Scope of Representation

This letter is to confirm that _____ (hereinafter referred to as “Client”) has retained the services of Martinek Law, PLLC, to represent [his/her] interests as related to [legal issue].

Within the scope of representation, Martinek Law, PLLC, may provide one or more of the following legal services to Client as required and instructed by Client:

- Negotiation of the settlement of any outstanding legal issues related to the scope of representation, including, but not limited to, child custody and visitation, property division, equitable distribution, consent agreements in domestic violence matters, child support and alimony/spousal support.
- Filing of litigation related to divorce, spousal support, equitable distribution, child support, child custody and other domestic issues.
- Representation of Client’s interest in proceedings related to divorce, spousal support, equitable distribution, child support, child custody, and other domestic issues.
- Requests of the Court for restraining orders, interim maintenance, interim custody and possession of property.
- Conducting and defending discovery examinations.
- Preparation of negotiated and/or mediated settlement/separation agreements.
- Appearing at trials or hearings related to any aspect within the scope of representation.

Within the scope of the representation, Martinek Law, PLLC, will keep Client informed of all matters that arise within the scope of representation and advise on any significant decisions to be made. Although Martinek Law may provide advice within the scope of the representation, all final decisions regarding settlement, resolutions or courses of action will be the decision of the Client.

Time

Legal matters related to domestic issues and family law can take a significant amount of time to resolve and the time it takes can be affected by a number of factors beyond the control of the attorney. As such, you understand and acknowledge that there is no way that Martinek Law can estimate how long it will take to resolve your claim(s) or how many hours of work by the firm will be required.

Martinek Law will attempt to keep you informed of any developments within your case.

Client's Role

You understand that ultimately that this is your case and to obtain the best results possible, you must be frank and forthcoming with your attorney and insure that he is fully informed of all facts and issues.

In matters involving financial issues, including support and equitable distribution, you will need to provide significant financial information and agree to do so as part of this agreement. Providing financial information may require the provision of documentation, including, but not limited to, income tax returns, recent pay stubs, property assessment notice, inventory of assets and debts, confirmation of debt balances, and general financial statements.

Because situations can change swiftly in domestic matters, please inform the attorney immediately of any changes in financial circumstances, relationships, children, or harassment. It is also appropriate and suggested that you keep a log of any communications with your spouse, especially if there are any issues of harassment or abuse.

Fees, Expenses and Billing Arrangements

Fees

Fees for services provided in a family law matter, unless specifically contracted otherwise, are based on a hourly rate for actual time spent working on the matter. Robin K. Martinek is the primary lawyer working on this matter, but from time to time may have other people employed by Martinek Law, PLLC, handle some of the related work

Martinek Law bills for the following legal services related to the matter: all correspondence (including reviewing of correspondence received, preparing correspondence, and responding to correspondence); all telephone calls; all office visits; preparation, attendance and travel to discovery sessions, negotiations, mediations, hearings and trials; document and pleading preparation; and legal research specific to your legal matter.

Hourly rates for Martinek Law, PLLC, are:

Robin K. Martinek \$150.00 per hour

In the event that fee's increase, you will be provided with three months notice of any change.

Legal Expenses (also called disbursements)

Client is ultimately responsible for any and all costs incurred in the course of Attorney's representation of Client, including those costs advanced by Attorney in the course of the representation. Client agrees to reimburse Attorney for any and all costs advanced by Attorney. Costs will be billed to Client and may be either paid by Client directly or billed against money held in Trust.

Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, travel expenses/mileage, long-distance telephone charges, messenger service fees, photocopying expenses, postage expenses and process server fees. Attorney may require Client place additional funds in Trust to cover anticipated costs or costs already incurred. There is nothing in this agreement that requires Attorney to advance the payment of any costs or requires Attorney to be responsible for the payment of such costs.

At times, Attorney may need to hire persons, such as property appraisers, detectives, expert witnesses, accountants, mediators, and court reporters, in relation to the scope of representation. Attorney will consult with Client as to retaining persons for these services. Client will be responsible for the payment for these services, either directly or by placing money in Trust with Martinek Law for the payment for said services. Payment for said services are ultimately the responsibility of Client, in no case will Martinek Law or Robin Martinek be liable for the costs of said services directly.

Billing Arrangements

Retainer

Because of the nature of legal matters related to domestic law, we are unable to anticipate the total fee for legal services within the scope of representation; therefore, Client agrees to place an initial retainer of \$500 with Martinek Law, PLLC, to be held in Trust. Periodically, client will be billed for any services rendered and costs incurred by Martinek Law, PLLC, within the scope of representation. Client agrees that Martinek Law may withdraw funds from the Trust account in payment of these bills upon issuance of the bill.

It is understood by both parties that the initial deposit will not likely cover all fees and costs to be incurred within the scope of representation. As such, Client agrees to make (weekly/ biweekly/ monthly) payments of \$_____ to Martinek Law, PLLC. Said funds shall be placed in trust for payment of past incurred or future bills for services and costs (as described above). Client

understands and agrees that failing to maintain a positive balance with Martinek Law, PLLC, may be grounds for termination of representation.

Upon the conclusion of Martinek Law's representation of Client, any unearned Client deposited funds still in trust will be refunded to Client, after deducting any unpaid bills and unpaid expenses/costs.

Interest on Unpaid Balance

Martinek Law reserves the right to charge interest on any unpaid balance that remains unpaid for more than 30 days at the rate of 1% per month (12% per year).

Deduction from Settlement or Judgment

Client agrees that if she receives any money from a settlement or judgment, including costs, said funds shall be deposited in Trust with Martinek Law, PLLC. At that time, any unpaid or final bills and costs will be deducted and a check issued to Client for the balance.

Client-Attorney Communications

Telephone Calls

Attorney will attempt to return any voice mail messages within 24 hours of receipt and will happily arrange for in-office meetings with the client; however, Client will be billed for time spent related to phone calls and meetings, including the time spent preparing for the conversations and documenting the conversations afterwards.

Attorney suggests that important information and questions be conveyed in writing. In particular, email is a suggested means of communications, as it is usually the most efficient method of communicating and documenting information.

Termination of Representation

By Client

Client may terminate the representation agreement at any time by providing a notice of termination to Attorney in writing. If you do, you agree to pay any fees and expenses due to date of termination and sign any documentation required to confirm termination of representation to the Court.

By Attorney

Martinek Law, PLLC, may terminate representation at anytime for good reason, said good reasons, including, but not limited to, the following:

- Failure to disclose important facts or misrepresentation of the facts
- Failure to cooperate with reasonable requests of Attorney, including the provision of relevant documentation
- Requests of Attorney to act unethically or illegally
- Failure to maintain a positive bill balance
- Conflict of interest occurs preventing further representation of Client's interest

Upon Attorney's termination of representation, Client would still be responsible for fees and expenses due up to the time of termination.

Confidentiality

Attorney shall maintain the confidentiality of Client's information and communications, as required to and permitted by the North Carolina Rules of Professional Conduct.

Disclaimer of Guaranty

Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

Whole Agreement

This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

If you are satisfied with this contract, please sign and date both copies and return one of them to me. Keep one for your records. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please call or write me.

Robin K. Martinek
Martinek Law, PLLC

Date

I have read this agreement carefully and I agree with it.

Client's signature

Date