

CONTRACT FOR LEGAL SERVICES

The undersigned (Client) agrees to employ THE LAW OFFICES OF STEVEN A. HEISLER, ESQ. P.L.L.C. doing business as THE HEISLER LAW GROUP (Attorney) to represent the client. This representation is subject to the following terms and conditions:

1. For the Attorney's services, the Client shall pay the Attorney a sum based on the hourly fees shown on the signed rate schedule for each hour devoted by each attorney, paralegal, or legal assistant to the Client's case, as shown by the Attorney's records for this purpose. Hourly fees may change during the period that the Client retains the Attorney. If such a change occurs, the Attorney will notify the Client at least 30 days before the changes take effect.
- The Client may be required to pay the Attorney a retainer fee. Any retainer fee will, five days after an invoice is issued, be credited first to the Client's obligation for costs and expenses and then to any fees the Client owes to the Attorney under this agreement. As the retainer fee is reduced in this way, the Attorney may, from time to time, require the Client to pay the Attorney an additional sum to return the amount of the retainer fee to the original amount specified in this agreement.
3. The client understands that the attorney forgoes other representation by way of entering into this agreement and agrees to allow Attorney to charge Client's account ½ of said retainer if any matter consulted with Attorney is delayed by more than 30 days due to Client not wanting to allow Attorney to proceed. Client understands that ½ of the retainer is nonrefundable.
4. No lawsuit shall be started in any court on behalf of the Client unless the Client has first instructed the Attorney to start the lawsuit. That instruction may be oral. If the Client has already been sued, the defense of that suit shall begin immediately on the Attorney's acceptance of this agreement and the Client's payment of the retainer fee.
5. The Attorney agrees to notify the Client promptly of any significant developments and to consult with the Client on significant decisions involving the Client's case.
6. The Client further understands and agrees that the Attorney does not make, and will not make, any guarantee about the outcome of any litigation, proceeding, or negotiation in which the Client might be a party, in court or otherwise. The Client further understands and agrees that the Attorney will control the presentation of the Client's case, in court or otherwise. The Attorney is not obligated to take any action that is repugnant to the Attorney's sense of honor and propriety. The Attorney's representation of the Client does not constitute an endorsement of the Client's political, economic, social, or moral views or activities.
7. The Attorney will make no compromise or settlement of claims by or against the Client (or any part of such claims) without first notifying the Client and obtaining the Client's consent. The Attorney shall transmit to the Client all offers of settlement the Attorney receives, and the Client reserves the right to accept or reject such settlement offers. The communication and response of settlement offers may be oral.
8. In addition to the fee charged, the Client shall reimburse the Attorney for all expenses and court costs attributable to the Client's case, including but not limited to filing fees, service fees, court reporter fees, expert witness fees, long-distance telephone charges, express mail delivery costs, copying charges, and mileage. Regardless of any other provision of this agreement that permits deferred payment, expenses under this paragraph will be billed and shall be paid by the Client as they are actually incurred and may be deducted from the Client's retainer without waiting the five days. Client understands that attorneys may not always be based out of the office they were retained from and may result in travel expenses.
9. The Client consents to the deposit of trust funds into a non-interest bearing common Attorney's Clients' Trust Account or I.O.L.T.A. as allowed by law.
10. The Client agrees that any fees owed to the Attorney will be due as of the billing date and paid within ten days after the billing for services performed (in which case no finance charge will accrue). Thirty days after the date of billing of any charges on the Client's account, a finance charge, as interest, computed by applying a periodic rate or rates (as specified in the next sentence) to the amount due as shown on a monthly statement to be sent to the Client will be added (the amount due is the unpaid balance of the Client's account at the close of business at the end of the monthly billing cycle shown on the statement plus unpaid finance charges assessed after giving effect to payments and credits applied that month). The annual rate will be 18 percent, with a minimum finance charge of \$5.00 per monthly billing cycle, or the maximum allowed by law, whichever is less.
11. Any questions or objections to any bill or statement the Attorney sends the Client must be made within 5 days of the billing date. If the Client does not object in writing to a bill or statement within 5 days of the billing date, it will be deemed to be accurate and correct and fully due and payable and the Client waives any further objection to said invoice.
12. The Attorney shall have a lien on any and all property, including money and personal and legal documents of the Client, that are in the Attorney's possession or on a judgment, a fund, or assets of the estate that are obtained through the Attorney's efforts until the full sums due and owing to the Attorney under this agreement are paid. The Client agrees to execute the documents necessary to the lien.
13. The Client may terminate this agreement, with or without cause, on written notice to the Attorney if allowed by the Court. If the Client terminates this agreement, the Client may purchase a copy of the case file at client's cost. The Client agrees to pay the cost incurred to duplicate the file. The file shall at all times remain the property of the Attorney, however the Client may purchase a copy of the file so long as the file is under the control of the Attorney. Termination shall not affect the Client's responsibility to pay for the legal services rendered and the costs incurred up to the date of termination. The Attorney may terminate this agreement for reasons permitted under the Michigan Rules of Professional Conduct.
14. The Client agrees to keep the Attorney advised in writing of changes in phone number(s) and address and of any significant changes in the Client's situation. The Client will share with the Attorney information that affects all matters Attorney has been consulted on. The Client will answer requests for information promptly.
15. The Attorney may destroy any and all documents at the end of the representation after first making the documents available to the Client.
16. Client agrees that if it becomes required for the Attorney to enforce this agreement, that client agrees to pay for all attorney fees and cost for the Law Offices of Steven A. Heisler, Esq. P.L.L.C. to enforce this agreement and if enforced by an attorney from the Law Offices of Steven A. Heisler, Esq., P.L.L.C. client agrees to pay at the rates disclosed herein Attorney may enforce this agreement in any court having jurisdiction over any office location of Attorney, but is not required to file in said court where the Attorney's offices are located.
17. Client has been fully informed that the Law Offices of Steven A Heisler, Esq. P.L.L.C. currently represents other clients that could in the future possibly be a conflict with the interest of the undersigned and that the undersign still desires the Law Offices of Steven A. Heisler, Esq. P.L.L.C. to represent client. Furthermore, after the termination of this representation, the Law Offices of Steven A. Heisler, Esq. P.L.L.C. may continue to represent other clients in any legal matter, including, but not limited to, matters against client, so long as no privileged information be used against client.
18. A copy of this agreement shall serve and have the same effect as an original.
19. Attorney may communicate and provide documents to Client electronically unless the client demands in writing not to allow the same. If documents are provided to client electronically, client consents it has the same effect as provided via U.S. Mail. Client agrees to review email addresses provided to Attorney on a daily basis. Client will only communicate electronically to Attorney as directed by Attorney.

THE HEISLER LAW GROUP
411 Fort Street, Suite A
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www.heisler.org

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The Client has the responsibility

- To obey all orders issued by a court hearing the client's case.
- To pay the attorney in accordance with the terms of this agreement and any other agreements regarding payment for legal services and expenses.
- Not to demand that the Attorney engage in offensive tactics or that the Attorney not treat all persons involved in the legal process with courtesy and consideration.
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- Not to pursue or insist on a course of action that the Attorney reasonably believes to be illegal, fraudulent, repugnant or imprudent.
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RATE SCHEDULE

Non-Attorney less than some Law School	\$100.00 / Hour	Attorney (5+ – 10 years Experience)	\$190.00 / Hour
Non-Attorney some Law School	\$120.00 / Hour	Attorney (10+ – 15 years Experience)	\$195.00 / Hour
Attorney (0 – 2 years Experience)	\$170.00 / Hour	Attorney (15+ – 20 years Experience)	\$220.00 / Hour
Attorney (2+ – 5 years Experience)	\$180.00 / Hour	Attorney (20+ Years Experience)	\$270.00 / Hour

(billed in 1/10 an hour increments)

Rush work may be billed at 1.5 times the usual rate.

Charges for costs include the following:

Copy / Fax costs	\$0.25 per printed side of a page (or Attorney's cost if higher)
Travel expenses:	
Automobile	\$0.25 per mile
All other cost	Actual Cost

Other costs may include, but are not limited to, service fees, appraisal fees, expert witness fees, psychological evaluation fees, actuarial fees, accounting fees, surveyor's fees, recording fees, and title policy and title work fees. These types of costs will show up on your monthly billing statement as disbursements.

Client: _____

Phone#: _____

Address: _____

DL # _____

TAX ID / SSN: _____

Email: _____

Name of Person Signing _____

I, the undersigned, have read the terms and conditions on both pages of this document and agree to all terms and conditions and personally guarantee the terms on behalf of the client.

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