

Smith & Raver LLP

Legal Services Agreement

This Agreement, dated today, _____, is made by and between:

_____, collectively, "Client";

AND: Smith & Raver LLP, hereinafter referred to as "Attorney".

Subject Matter of Agreement

Attorney will represent Client by providing the following (nature and scope) legal Services/
availability _____

Legal Services Covered by this Agreement

The legal Services to be provided include only those described above, as well as all necessary attendant tasks such as legal research, investigation, correspondence, preparation of legal documents, as well as related work required to represent Client as described above. "Solicitation of Settlement", if used above, means such things as telephone calls, written correspondence, and meetings in an effort to settle a case.

Legal Services NOT Covered by this Agreement

This Agreement does not obligate Attorney to try a case or perform any Service related to any trial on behalf of Client. If Client wishes to hire Attorney for a trial, and Attorney agrees to so represent Client, an additional written fee Agreement will be entered into for that purpose. Client acknowledges that most cases settle before trial, and if Client wishes to retain Attorney for trial, the amount of work involved in trial and trial preparation will exceed the estimate of hours below. This Agreement does not obligate Attorney to appeal on behalf of Client. If Client wishes to appeal and Attorney agrees to represent Client, an additional written fee Agreement will be entered into for that purpose. Attorney will not provide any other additional or extra legal Service to Client other than those specified above without a separate written fee Agreement for any additional or extra work.

Fees

Client agrees to pay Attorney for legal Services in the following manner: _____, for legal Services and/or availability per Subject Matter. Attorney typically charges Clients at a Rate per hour of: \$180.00/hour, for legal Services consistent with the subject matter of this Agreement. Flat fees are charged for some circumstances, and include \$280.00 for consultation, advice, and assistance concerning a single hearing or event; or \$580.00 for Attorneys appearance, advice and assistance at a single hearing.

This fee is determined based on Attorney's estimation that representation of Client on this matter will consume _____ of Attorney's time, and all other factors reasonably considered in determining fees, the Service(s). If the amount of work required to represent Client exceeds the estimation of time above, Client agrees to pay Attorney for each extra hour of work at the rate per hour above. Legal Services include Client communications such as telephone calls, meetings and email messages. Telephone calls will be returned in the order that they are received, and a \$20 surcharge will be applied to text messages from Client. Minimum charges for legal Services shall be billed to the nearest one-quarter hour.

Payment

Payment is required. Attorney will provide availability and legal Services as set forth above upon the receipt of _____. Attorney may ask that the court require that Client pay an additional fee if the agreed upon fee is not adequate to fully compensate Attorney for the work, time and effort spent on behalf of Client. The court would decide whether such an increase is justified. The rules allow Attorneys to charge additional fees in certain cases. Sometimes, an urgency or emergency concerning a case, the amount involved, or the results obtained, reasonably justify an additional fee under law. For example, if Client

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requires emergency Services which require that Attorney work other than normal business hours, then an additional fee may be justified. Attorney will refund Payment if Services are not provided. Payment of the Fee shall be apportioned hourly for Attorney's hours worked or as otherwise agreed herein.

Per Minn. Stat. 604.113 (a) A Service charge, not to exceed \$30, may be imposed immediately on any dishonored check by the payee or holder of the check, regardless of mailing a notice of dishonor, if notice of the Service charge was conspicuously displayed on the premises when the check was issued. If a law enforcement agency obtains payment of a dishonored check on behalf of the payee or holder, up to the entire amount of the Service charge may be retained by the law enforcement agency for its expenses. Only one Service charge may be imposed under this paragraph for each dishonored check. The displayed notice must also include a provision notifying the issuer of the check that civil penalties may be imposed for nonpayment. (b) If the amount of the dishonored check is not paid within 30 days after the payee or holder has mailed notice of dishonor pursuant to section 609.535 and a description of the penalties contained in this subdivision, whoever issued the dishonored check is liable to the payee or holder of the check for: (1) the amount of the check, the Service charge as provided in paragraph (a), plus a civil penalty of up to \$100 or the value of the check, whichever is greater. In determining the amount of the penalty, the court shall consider the amount of the check and the reason for nonpayment. The civil penalty may not be imposed until 30 days following the mailing of the notice of dishonor. A payee or holder of the check may make a written demand for payment of the civil liability by sending a copy of this section and a description of the liability contained in this section to the issuer's last known address. Notice as provided in paragraph (a) must also include notification that additional civil penalties will be imposed for dishonored checks for nonpayment after 30 days; (2) interest at the rate payable on judgments pursuant to section 549.09 on the face amount of the check from the date of dishonor; and (3) reasonable attorney fees if the aggregate amount of dishonored checks issued by the issuer to all payees within a six-month period is over \$1,250.

Costs and Expenses Payable by Client

Client agrees to pay for all costs incurred during representation of Client. Costs include such things as court filing fees, photocopying, telephone charges, postage, messenger Service, parking, transcripts, witness fees, and other such costs owed to third parties arising out of this representation. These costs are separate from Attorney's fee and are Client's exclusive responsibility. Attorney is not obligated by this Agreement to pay for Client's costs. If Attorney chooses to advance Client's costs to another party, Client agrees to promptly and completely reimburse Attorney for the cost. Client acknowledges that Costs will be paid by the Client and will not be paid out of the retainer.

Attorney Itemized Bills

Attorney may send Client itemized bills from time to time, beginning when the amount of legal work exceeds that covered by the initial payment, and as necessary thereafter. Attorney may also require that costs and expenses be paid in advance. All bills to Client are due upon receipt, plus interest at 8% per annum on any unpaid balance over 30 days, or a lesser interest rate if required by law. The rate per hour is subject to change from time to time, and Attorney agrees to notify Client in advance of any such change. Client will be billed at the rate per hour, with a minimum charge of one-quarter hour, for all Services rendered to Client. This includes telephone calls with Client and other persons, drafting and reviewing letters, travel time to and from meetings and the court, legal research, negotiations and all other legal Services provided in this matter.

Client's Responsibility

Client must fully cooperate with Attorney in this matter. Client must promptly and truthfully provide all information required by Attorney. Client must also pay all bills as required by this Agreement. Client understands that all court appearances are mandatory, and agrees to

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appear in court as directed by Attorney and/or the court. Client understands that failure to arrive at a court appearance wastes Attorney's time, and injures Attorney's reputation with the court. Client agrees to pay for Attorney's actual hours worked during any missed court appearance at Attorney's rate. If Client fails to comply with these responsibilities, Client is in breach of this Agreement. Attorney may withdraw from representing Client per the Rules.

No Guarantee

Attorney agrees to use best efforts in representing Client in this matter. However, Attorney has explained, and Client understands and agrees that Attorney cannot guarantee any particular outcome in this matter. Client acknowledges that Attorney has not promised anything other than availability, and legal Services with zealous and competent representation.

Termination of Services

Attorney may terminate this Agreement if Client is in breach of Client's responsibilities under this Agreement or if Attorney is otherwise required to do so in accordance with applicable rules or laws. Client may terminate this Agreement, subject to Client's responsibility to pay Attorney for any Services rendered and costs incurred.

Insurance

Attorney does not carry legal malpractice or business insurance, and is not insured.

Complete Agreement

This three page Agreement is the complete Agreement between Client and Attorney regarding this matter. This Agreement can only be modified by another written Agreement signed by Client and Attorney. This Agreement shall be binding upon both Client and Attorney, as well as their respective heirs, legal representatives, and successors in interest.

Attorney's Fees and Costs

In the event that Attorney commences a lien proceeding, cause of action, litigation, debt collection or other efforts to collect fees, obtain reimbursement for any costs, or otherwise enforce this Agreement, Attorney shall also recover its reasonable attorney's fees and costs involved in such litigation, debt collection or other effort from Client, and Client hereby agrees to pay such attorney's fees and costs to Attorney. Any action to enforce this Agreement shall be governed by Minnesota law, and the parties agree such action shall be brought in Hennepin County. Unless otherwise agreed in writing by Attorney and Client, no portion of the Payment will be held in any trust account.

Signatures

Both Client and Attorney have read and agree to this Agreement. Attorney has provided Client with answers to any question about this Agreement, and has further explained this Agreement to the complete satisfaction of Client. Client has also been given a copy of this Agreement. To verify their understanding and Agreement, Client and Attorney sign below. Client acknowledges that Client is free to hire another lawyer to represent Client, and Client has been advised by Attorney that Client can seek counsel regarding this retainer Agreement.

Smith & Raver LLP

Client _____

Morgan Smith or Richard Raver
Atty Id#: 0263564 Atty Id#: 0264672

Date _____

Date _____

Last Updated: July 12, 2017