

DOMESTIC RETAINER AGREEMENT

DATE OF AGREEMENT: _____

CLIENT: _____

1. SCOPE OF ATTORNEY SERVICES: Represent Client in _____

2. FEES AND EXPENSES: The undersigned client hereby employs RAINWATER & GIBBS, LLP, Attorneys at law, hereinafter called "Attorneys", to represent client in connection with the above-referenced matter. Client agrees to pay attorney's fees and expenses for such representation according to the terms of this Agreement.

(a) Non-Refundable Retainer. Client agrees to pay an initial retainer of \$ _____ by which the Client retains the attorneys to act for him/her, thereby precluding attorneys from representing client's adversaries. Such retainer will be credited against hourly billings (described below), so that no additional fees will be due unless and until such non-refundable retainer has been exhausted.

(b) Additional Fees. Attorney fees may exceed the non-refundable retainer. The total fee charged to the client will be based primarily on the time (billable hours) devoted to the matter, which will be billed at \$275.00 per hour (in minimum increments of 2/10th hour) for all time devoted to the case including, but not limited to, telephone and in-person conferences with client, witnesses, guardians, investigators, or opposing counsel, court appearances, depositions, travel, trial preparation, legal research and drafting of documents, and all other services related to representation of the Client in the matter involved. In the event that representation of the Client continues for more than twelve (12) months, the attorneys reserve the right to increase the hourly rate to the attorney's new hourly rates. Paralegal time for the above-mentioned services will be billed at the rate of \$100.00 per hour.

(c) Additional Retainer Fees. In the event the retainer paid by client has been exhausted by hourly billings and out-of-pocket expenses paid by the attorneys, and in the further event that based on the anticipated activity in client's case (including, but not limited to, an upcoming court date, mediation or depositions) it appears likely that client will owe additional fees, attorneys may request an additional retainer amount to cover such future billings, which additional fees will be handled as described in subparagraph (a) above

(d) Periodic Billing Statements. The Client will be billed approximately monthly (depending on the activity in the case) and the balances due (if any) reflected on such periodic bills, including fees and expenses, will be due within ten (10) days of receipt by the Client. Account balances unpaid after thirty (30) days from the date of billing will be subject to a service charge of 1.5% per month on the unpaid balance. While such periodic bill may initially reflect a "credit balance", the credit attributable to the initial retainer is non-refundable to the client as described above.

(e) Out-of-Pocket Expenses. In addition to attorney's fees, the Client will be responsible for the payment of all costs reasonably incurred by attorneys in representing the Client; such costs may include, but are not limited to: postage, photocopies, facsimile charges, travel expenses, expert witness fees, deposition and court reporters, long distance telephone charges, filing fees, investigation fees. Client be required to advance the payment of significant fees such as court reporter bills for depositions and trials, and expert witnesses.

(g) Third-party Bills. As the attorneys receive bills from third parties such as private investigators, court reporters, etc, you may be mailed a copy of these bills; Client agrees to pay the bill, upon receipt, by return mail, to Attorneys so that payment may be made promptly to the appropriate third party.

(f) Effective Date. Responsibility for providing legal services to you will be accepted and work will begin upon receipt from you of the initial non-refundable retainer as set forth above. It is not possible to predict the total amount of time that will be spent on your case, nor the amount of expenses that will be incurred. Time and expenses in a domestic relations case often depend upon the reasonableness of the adverse party or what matters are placed in issue by either party in the action.

(g) Final Billing. At the close of the case, a final bill will be prepared reflecting the balance due of attorney's fees and expenses. Client acknowledges that the final bill may include attorney's fees for services related to matters arising after a judgment is signed.

(h) Fees from Adverse Party. It is understood that in appropriate circumstances, Attorneys will attempt to obtain a Court order for the adverse party to reimburse client for a portion of his/her attorney's fees, subject to the statutory authority for the Court to make such an award of attorney's fees. All monies obtained from the adverse party, whether or not through Court order, will be applied to the payment of the total attorney's fees. The ultimate payment of fees and costs as scheduled above, however, shall be the sole responsibility of Client, due upon billing, regardless of any Court order made regarding fees. The client will not be credited with any fees ordered to be paid by the adverse party which have not been received by Attorneys.

3. NO WARRANTIES BY ATTORNEYS: Attorneys will devote their best efforts to representation of the Client. Client understands that Attorneys have made no warranties or guaranties relative to the outcome of this matter.

4. TERMINATION OF REPRESENTATION: The attorneys, at their option, may withdraw from the case at any time the financial obligations herein are not met or if the Client misrepresents or fails to disclose material facts to the Attorneys, or if the Client fails to follow the Attorneys' advice or instructions. The Client will be billed for such additional time as is required for Attorneys to prepare a Motion to Withdraw from any pending litigation and to obtain an Order permitting such withdrawal.

5. CLIENT'S ADDRESS AND TELEPHONE: The Client understands the importance of maintaining contact with the Attorneys at all times during the period of representation. Accordingly, the Client shall provide reliable contact information, including address, work and home phone numbers and e-mail address, if available. Client further acknowledges his or her responsibility to notify Attorneys in writing of any changes of contact information.

6. APPEALS AND POST JUDGMENT PROCEEDINGS: Client understands that this retainer agreement and fee arrangement does not include services for an appeal or re-trial if such should become necessary. Likewise, Client understands that this retainer and fee agreement does not include services for post-judgment disputes or the enforcement of any judgment obtained pursuant to the scope of services described in paragraph 1 above.

7. SPECIAL INSTRUCTIONS TO INSURE CONFIDENTIALITY: As your attorneys, we have an ethical obligation to maintain your file and information about your case in strictest confidence. Each staff member understands the duty to maintain client confidences. To assist us in this effort, you should indicate to us (preferably in writing) any restrictions on where we may send mail to you and where and when we may contact you. In addition, if you deliver any documents to our office (e.g. tax returns, diaries, etc.) you should request the return of those items as soon as it is clear they are no longer needed in an active case.

This agreement will continue in effect until this matter has been completed or until either party cancels this agreement by giving 15 days prior written notice to the other, or the firm withdraws pursuant to the Uniform Rules for the Superior Courts.

8. AVOIDING CONFLICTS OF INTEREST: One of the first things we will do before agreeing to represent you in any legal matter is to make sure that our representation of you does not create a conflict of interest. While we take certain steps to avoid such conflicts, sometimes they are not readily apparent. You can help us avoid conflicts by providing us early on with the names (including prior names) of all persons who may have an interest in the outcome of the matter and who may be witnesses.

9. FILE RETENTION AND STORAGE: After our representation of you is completed, or we have been discharged by you or allowed to withdraw, we will maintain your file for some period of time either in our office or in storage; provided, however, we reserve the right to destroy any part of the file which in our judgment need not be retained. Furthermore, we reserve the right to destroy the entire file after two (2) years from the last date we do any work for you. As a practical matter it has been the practice of our firm, to maintain client files for longer than two (2) years, but for our mutual protection we have limited our undertaking to two (2) years. While we do our best to preserve the file, we cannot guarantee its safekeeping for any period; accordingly, if there is anything you want out of your file, you need to request it as soon as the matter of our representation is concluded.

DATED: _____
Client

RAINWATER & GIBBS, LLP

By: _____