

THE FOLLOWING IS A SAMPLE RETAINER AGREEMENT FOR A CIVIL LITIGATION CASE AND IS PROVIDED FOR INFORMATION PURPOSES ONLY. IT IS NOT TO BE CONSIDERED AS ACCEPTANCE BY THE LAW OFFICES OF THADDEUS M. BOND, JR. & ASSOCIATES OF ANY OFFER OF EMPLOYMENT. IN ORDER FOR YOU TO BECOME A CLIENT OF SAID LAW FIRM, A FULLY COMPLETED RETAINER FORM MUST BE PREPARED BY THE FIRM, SIGNED BY ONE OF ITS ATTORNEYS AND SIGNED BY YOU.

Law Offices of
Thaddeus M. Bond, Jr. & Associates, P.C.

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Date: March 8, 2006

Client:

Matter:

Dear

This letter confirms your retention of the Law Offices of Thaddeus M. Bond, Jr. & Associates, P.C., to represent you in the above-entitled matter. This letter sets forth the agreement concerning our representation of you. The Agreement shall become effective upon your signing a copy of this letter.

I have not and cannot provide an estimate of the total cost to you because legal matters have a way of becoming more complex and more time consuming than they first appear. The characters of the parties involved, the level of cooperation between the parties, as well as the bearing on the amount of time that will be spent on the case. It is impossible to predict the amount of time that will be required.

The charges for the firm's services will be \$200.00 per hour. You will be billed for all time spent in handling your case, which includes, but is not limited to consultation and meeting time, telephone and written correspondence (with you, the opposing attorney and others involved in this case), court proceedings, including waiting time and travel time, research, preparation of documents, discovery, including depositions, interrogatories, production and inspection of documents, and general preparation and negotiation for any of the above. You will be billed in increments of one-tenth of an hour.

You understand that I will be primarily responsible for the conduct of your case, but it may become necessary or advantageous to your representation that another attorney in our firm handle matters related to your matter. The use of non-attorney personnel greatly adds to our efficiency and helps us to control the cost of your litigation. You authorize me to designate whichever firm members I deem appropriate to handle your case.

Often there are expenses associated with litigation. These expenses include, but are not limited to long distance phone calls, postage, photocopies, deposition costs, filing fees, service of process, subpoena costs, witness fees, fees for accountants, appraisers, actuaries, physicians, psychologists, psychiatrists, investigators, economists, other attorneys and other experts who we deem are necessary to assist in the preparation and trial or the proper handling of your case. You will receive a bill, approximately once per month, showing an itemization for all expenses

incurred on your behalf. The expenses are a separate cost and must be paid within thirty (30) days from receipt of your statement.

This letter will acknowledge receipt of a retainer in the amount of \$ _____. When your retainer is exhausted, you will receive monthly statements showing the total amount of time devoted to your case for the billing period. We reserve the right to charge a supplemental retainer to insure timely payment should the circumstances of your case warrant. The monthly billing must be paid within (30) thirty days from the date of receipt. In the event that you fail to pay your bill as stated above, this letter authorizes me to withdraw my representation of you if I so choose. Review your bill carefully, as soon as you receive it. If you have any questions regarding the itemization, you may telephone the secretary and she will be glad to discuss them with you. Any objection you have to the billing must be communicated within (30) thirty days of the date of the statement. Otherwise, all objections to our charges will be deemed waived.

Your final bill will be based on the hourly rate as set out above. Any balance remaining on your account of fees and court costs will be due at the time your case is brought to a conclusion or otherwise terminated.

The court may order one party to pay the other party's attorney's fees and costs. Because the award of attorney's fees and costs are totally unpredictable, you may remain primarily liable for payment of the total fee, notwithstanding an award in your favor. This means that you will be responsible for all payments to this firm and you will be reimbursed for any funds remaining after your balance is paid in full.

Every effort will be made to handle your case promptly and efficiently according to the highest level and ethical standards. There has been no representations or guarantees made by this firm regarding the outcome of this matter, as to obtaining a judgment or order for relief sought by you, or as to the nature or amount of any awards.

Copies of all pertinent court papers and correspondence will be mailed to you for your information. It is firm policy to keep our clients as informed as possible. If you ever have any questions regarding your case, you should call me.

Sincerely,

Read and accepted this ___ day of _____, 2006.

Law Offices of Thaddeus M. Bond, Jr.
& Associates, P.C.