

THE FOLLOWING IS A SAMPLE RETAINER AGREEMENT FOR A FAMILY LAW 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.
200 N. King Ave., Suite 203 Waukegan, IL 60085 (847) 599-9101 Fax (847) 599-9914
By Appointment Only: 1641 N. Milwaukee Avenue, Libertyville, IL 60048 (847) 549-9102
Email: JUNEF@bondpc.com

Date:

Client:

Matter: Dissolution of Marriage

Dear: Mr./ Ms. _____:

This letter confirms the retention of June Peterson-Gleason 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 and returning one copy to me. A Statement of your Client's Rights and Responsibilities is attached hereto and by signing a copy of this letter, you acknowledge that you have received and reviewed said statement.

You have agreed to pay our firm a retainer of \$_____. This retainer is immediate compensation for the attorney's commitment to perform future services and will be credited against legal fees incurred on your behalf.

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 \$_____ per hour, plus costs. You will be billed for all time spent in handling your case, which includes, but is not limited to consultation and meeting time, telephone, e-mails 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.

Please note that the retainer and the services rendered in this matter relate to the pre-decree dissolution action only. Any post decree work or Qualified Order for division of retirement plans are not covered by the retainer. Our office no longer prepares Qualified Orders and other counsel must be retained for such preparation if such an order is required. Any post decree services need to be separately discussed and a new retainer must be paid

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, 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 every 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.

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 or to charge your credit card 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 or distributions of maintenance, child support, equitable distribution of property, counsel fees, costs, the terms of any agreement or any other aspect of this matter.

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 _____, 2013.

Jane Peterson-Gleason
Law Offices of Thaddeus M. Bond, Jr.
& Associates, P.C.

AUTHORIZATION FOR PAYMENT BY CREDIT CARD

I do hereby authorize the Law Offices of Thaddeus M. Bond, Jr. & Associates, P.C. to charge the following credit card for any unpaid invoice of said law firm which remains unpaid for in excess of thirty (30) days. I acknowledge that said charge to my credit card will take place upon expiration of thirty (30) days without any prior notice other than this authorization.

Client

Dated:

Type of Credit Card: Visa Mastercard American Express Discover

Card Number:

Expiration Date:

Security Code:

Name that Appears on Card:

CLIENT'S RIGHTS AND RESPONSIBILITIES

The responsibilities that each party has undertaken toward the other in a Dissolution, Custody, pre decree or post decree proceeding. They are as follows and should be reviewed carefully by you:

1. WRITTEN ENGAGEMENT AGREEMENT

The written engagement agreement, prepared by the counsel, shall clearly address the objectives of representation and detail the fee arrangement. The client shall receive a copy of the written engagement agreement and additional clarification requested and is advised not to sign any such agreement, which the client finds to be unsatisfactory or does not understand.

2. REPRESENTATION

Representation will commence upon signing of the written engagement. The counsel will provide competent representation, which requires legal knowledge, skill, thoroughness and preparation to handle those matters set forth in the written engagement agreement. Once employed the counsel will act with reasonable diligence and promptness, as well as use her/his best effort on behalf of the client, but he/she cannot guarantee results. The counsel will abide by the client's decision concerning the objectives of representation, including whether or not to accept an offer of settlement, and will endeavor to explain any matter to the extent reasonably necessary to permit the client to make informed decisions regarding representation. During the course of representation and afterwards, the counsel may not use or reveal client's confidence or secrets, except as required or permitted by law.

3. COMMUNICATION

The counsel will keep the client reasonably informed about the status of representation and will promptly respond to reasonable requests for information. The client shall be truthful in all discussions with the counsel and provide all information or documentation required to enable the counsel to provide competent representation. During representation, the client is entitled to receive all pleadings and substantive documents prepared on behalf of client and every document received from any other counsel of record. At the end of representation and on written request from the client, the counsel will return to the client all original documents and exhibits. In the event that counsel withdraws from representation, or is discharged by the client, the counsel will turn over to the substituting counsel (or, if no substitutions, to the client) all original documents and exhibits together with complete copies of all pleading and discovery within (30) days of the counsel's withdrawal or discharge.

4. ETHICAL CONDUCT

The counsel cannot be required to engage in conduct which is illegal, unethical, or fraudulent. In matters involving minor children, the counsel may refuse to engage in conduct which, in the counsel's professional judgment, would be contrary to the best interest of the client's minor child or children. A counsel who cannot ethically abide by his or her client's directions shall be allowed to withdraw from representation.

5. FEES

The counsel's fee for services may not be contingent upon the securing of Dissolution of Marriage, upon obtaining Custody, or be based directly upon the amount of maintenance, child support, or property settlement received. The counsel may not require a non-refundable retainer fee, but must remit back any overpayment at the end of the representation. The counsel may enter into consensual security arrangement with the client whereby assets of the client are pledged to secure payment of legal fees or costs, but only if the counsel first obtains approval of the court. The counsel will prepare and provide the client with an itemized billing statement detailing hourly rates, time spent tasks performed, and costs incurred on a regular basis, at least quarterly. It is the responsibility of the client to review each billing statement promptly and address any objection or error in a timely manner. The client will not be billed for time spent to explain or correct a billing statement.

6. DISPUTES

The counsel-client relationship is regulated by the Illinois Rule of Professional Conduct (Article VIII of the Illinois Supreme Court Rules) and any dispute shall be reviewed under the terms of such Rules.