

Form Flat Fee Agreement

The client _____ (“Client”) retains _____ (“Lawyer” [or “Firm”]) to perform the legal services specified in Section I, below, for a flat fee as described below.

I. Legal Services to Be Performed.

In exchange for the fee described in this Agreement, Lawyer will perform the following legal services (“Services”): [*Insert specific description of the scope and/or objective of the representation. Examples: Represent Client in DUI criminal case in Jefferson County; Prepare a Will [or Power of Attorney or contract]*]

II. Flat Fee.

This is a flat fee agreement. Client will pay Lawyer [or Firm] \$_____ for Lawyer’s [or Firm’s] performance of the Services described in Section I, above, plus costs as described in Section VI, below. Client understands that Client is NOT entering into an hourly fee arrangement. This means that Lawyer [or Firm] will devote such time to the representation as is necessary, but the Lawyer’s [or Firm’s] fee will not be increased or decreased based upon the number of hours spent.

III. When Fee Is Earned.

The flat fee will be earned in increments, as follows:

Description of increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

Description of Increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

[*Alternatively*: The flat fee will be earned when Lawyer [or Firm] provides Client with [*Select one*: the Will, the Power of Attorney, the contract, *other specified description of work*].

IV. When Fee Is Payable.

Client shall pay Lawyer [or Firm] [*Select one*: in advance, as billed, or as the services are completed]. Fees paid in advance shall be placed in Lawyer's [or Firm's] trust account and shall remain the property of Client until they are earned. When the fee or part of the fee is earned pursuant to this Agreement, it becomes the property of Lawyer [or Firm].

V. Right to Terminate Representation and Fees on Termination.

Client has the right to terminate the representation at any time and for any reason, and Lawyer [or firm] may terminate the representation in accordance with Rule 1.16 of the Montana Rules of Professional Conduct. In the event that Client terminates the representation without wrongful conduct by Lawyer [or Firm] that would cause Lawyer [or Firm] to forfeit any fee, or Lawyer [or Firm] justifiably withdraws in accordance with Rule 1.16 from representing Client, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned by Lawyer [or Firm] as described in Section I, above, up to the time of termination. In a litigation matter, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned up to the time when the court grants Lawyer's motion for withdrawal. If the representation is terminated between the completion of increments described in Section III above, Client shall pay a fee based on [an hourly rate of \$_____] [the percentage of the task completed] [*other specified method*]. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable.

VI. Costs.

Client is liable to Lawyer [or Firm] for reasonable expenses and disbursements. Examples of such expenses and disbursements are fees payable to the Court and expenses involved in preparing exhibits. Such expenses and disbursements are estimated to be \$_____.

Client authorizes Lawyer [or Firm] to incur expenses and disbursements up to a maximum of \$_____, which limitation will not be exceeded without Client's further written authorization. Client shall reimburse Lawyer for such expenditures [*Select one:* upon receipt of a billing, in specified installments, or upon completion of the Services].

Dated: _____

CLIENT:

LAWYER [FIRM]:

Signature

Signature