

## RETAINER AGREEMENT for LEGAL SERVICES

Name:	
Address (street, city, state, zip):	
Billing Address (if different):	
Phone Number:	Facsimile Number:
Mobile Number:	E-Mail Address:
<b>Billing Rates</b>	
<input checked="" type="checkbox"/> Retainer Amount: <b>\$295.00</b> <input checked="" type="checkbox"/> Includes <b>2-Hours</b> <input checked="" type="checkbox"/> Regular Hourly Rate: <b>\$240</b>	
<p>This agreement shall become effective upon receipt by the Casler Law Office, PLLC (the " Firm") of a signed copy hereof and payment of the Retainer Amount. Payment of the Retainer Amount entitles Client, for a period of one year (from the date hereof), to: (1) two hours (120 minutes) of in-person or telephonic consultation or e-mail or fax communication and/or legal work or research on a topic within the expertise of Carlton Casler (" Casler"), (2) access by appointment, telephone, fax, letter and/or e-mail to Casler for legal counsel, (3) the ability to retain Casler as an expert witness at the foregoing rate (provided the matter is within Casler' s expertise), and (4) <b>assurance that Casler, as attorney for the undersigned, cannot be retained or consulted by an adverse party or a future adverse party as legal counsel or an expert witness.</b> Note: In the event another Firm client becomes your adverse party, the Firm may not be able to represent either client. Nevertheless, as Client hereunder, you are assured that no adverse party may hire this Firm or Casler in litigation against you/Client.</p> <p>Limitations/Exclusions. Representation of Client in litigation is specifically excluded from this agreement, except for services (as stated above) as an expert witness. The two hours cannot be used, in whole or in part, toward any services offered by the Firm that are offered on a Flat Fee basis, including: drafting of leases, drafting of office policy manuals, business formation, evictions or statutory agent services. Because of conflicts and/or potential conflicts and/or other work that may need to be declined as a result of this agreement, the Retainer Amount is earned upon receipt, is nonrefundable and shall be deposited into the Firm' s operating account and not into the Firm' s trust account.</p> <p>The Firm will keep track of time used by Client. Telephone calls will be tracked by the actual number of minutes on the phone. Letters, fax and e-mail will be tracked by the time used to review your incoming communication and time spent researching the issue and drafting the letter, fax or e-mail response. In-person meetings will be tracked in one-half hour increments. The Firm may, but shall not be obligated, to provide Client with periodic billing statements showing the time used and time remaining. If Client exceeds the two hour allotment of time, Client will be billed at a <b>SPECIAL RATE</b>: Mr. Casler' s Regular Hourly Rate (stated above) minus \$60/hour. Client shall be entitled to additional time at this special rate without regard to rate increases that occur during the term hereof. Fees for law clerks or paralegals, at a rate less than the Hourly Rate, may be charged to Client for services deemed appropriate or necessary by the Firm. All out-of-pocket expenses (if any) will be billed to client. Full payment of any amount stated on billing statements is due within ten days of receipt thereof and, if not promptly paid, will accrue finance charges of eighteen percent (18%) per annum and, in addition, work on Client' s file (if any) and legal services may be stopped until Client' s account is brought current; the Firm is authorized to report Client' s derogatory credit information to local and national credit reporting services. Jurisdiction for an action arising out of this agreement shall be in the Estrella Mountain Justice Court or Maricopa County Superior Court. If a separate Retainer Letter and/or Fee Agreement is executed, additional terms may apply. A copy of this agreement shall suffice for all purposes and the original may be destroyed without affecting the validity/enforceability hereof.</p>	
<b>Client Signature(s)</b>	
Signature: _____	Date: _____
Signature: _____	Date: _____

## Charge Card Authorization

As and for legal services and pursuant to the terms and conditions of the “ Retainer Agreement for Legal Services,” I authorize a **\$295.00** charge to the following account:

- Visa
- MasterCard
- Discover
- American Express

Name on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

This Charge Authorization may be sent by fax or mail. Payment may also be made by check or money order via mail to:

Casler Law Office, PLLC  
12725 West Indian School Road, Suite E-101  
Avondale, Arizona 85392  
602-255-0431 Fax  
**602-255-0101** Office