

**NEW HAMPSHIRE
GENERAL REPRESENTATION - FIXED FEE AGREEMENT**

I, _____, of _____, the "Client,"
hereby agree to retain _____ of _____
_____, the "Attorney/Firm," in connection with: (insert specific matters
to be handled)

_____.

It is understood that the representation will include handling the following matters and at the following court levels (insert "yes" or "no"):

_____	Pretrial Motions
_____	Pretrial Conferences
_____	Superior Court Trial
_____	Post-trial Motions
_____	All Appeals

1. The Client shall pay to the Attorney for all services rendered in regard to the above matter(s) the sum of \$_____, payable as follows:

_____.

(one payment, timetable, etc.).

2. In addition to legal fees, all costs in connection with the representation of this matter shall also be paid by the Client. Examples of these costs and out-of-pocket disbursements

which the Attorney may make in connection with this matter are, without limitation, filing fees, witness fees, expert witness fees, travel, sheriff's fees, deposition expenses, transcript expenses, investigation, copies, telephone calls, and other incidental expenses. With regard to such out-of-pocket disbursements, the Attorney agrees to obtain the Client's prior approval before incurring any single cost or disbursement in excess of \$_____ and incurring total costs in excess of \$_____. Photocopies will be charged at a rate of _____, facsimiles at a rate of _____, and mileage at a rate of _____.

3. The Client may terminate the Attorney's representation with or without cause. The Attorney may terminate his/her representation for any reason as permitted or required under the New Hampshire Code of Professional Responsibility or as permitted by the Rules of the Court of the State of New Hampshire. In either event, notification shall be in writing. In the event of termination:

- (a) **The Attorney shall retain the full fee paid;**
- (b) **There shall be an accounting by the Attorney of legal services rendered on an hourly basis at the rate of \$_____ and expenses and fees paid;**
- (c) **Any other provision the Attorney and Client can agree upon consistent with the Rules of Ethics.**

(Attorney should select one from a, b, c.)

All amounts owing by either party shall be paid to the other within thirty (30) days.

4. The Attorney may in his or her discretion employ any associate counsel and/or paralegal within his or her law firm at the Attorney's own expense to assist in preparing the case and representing the client.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN PARAGRAPH 1 IS PAID IN FULL.

We, the Client and the Attorney/Firm, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed on this _____ day of _____, 2000__.

Client

Attorney/Firm

THE CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Client

Date

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU, SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.