

# Shulick Law Offices

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March 30, 2011

## **SHULICK LAW OFFICES** **HOURLY CLIENT RETENTION AGREEMENT**

TO: \_\_\_\_\_

FROM: DAVID T. SHULICK, ESQUIRE

**RE: REPRESENTATION AGREEMENT**

DATED: \_\_\_\_\_

This Hourly Client Retention Agreement (“Agreement”) shall set forth the terms and conditions under which ABOVE LISTED CLIENT(S) is/are being represented by David T. Shulick, Esquire and the Shulick Law Offices, as follows:

1. The billable hourly rate of David T. Shulick, Esquire is \$345.00 per hour. This rate was set on January 1, 2006 and may be adjusted annually at the discretion of David T. Shulick. All adjustments shall be binding upon the client;
2. Invoices for all time and costs expended shall be generated on a monthly basis and presented to client, including copies at .25 per page, scanning at \$.25 per page, facsimile at .25 per page, Westlaw research charges at \$250.00 per session, and out of pocket costs paid by our office regarding the litigation, plus a 10% administrative service fee on all costs items per case. The invoices are due upon receipt, and if not paid within thirty days, shall accrue interest at the rate of 1.5% per month. If litigation has to be commenced by Shulick to collect charges set forth in the invoices, client shall be liable for all attorneys’ fees and costs. **TO THE EXTENT THAT CLIENTS BALANCE IS NOT PAID FOR 60 DAYS, CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SHULICK MAY, UPON HIS ELECTION, CEASE ALL WORK UPON WRITTEN NOTICE TO CLIENT. CLIENT THEN FURTHER UNDERSTANDS THAT ANY DAMAGE TO THE CLAIMS OR CASE WILL BE SOLELY CAUSED BY CLIENT.** To the extent that any retainer funds are paid by client, they shall not be required to be kept in a segregated account, nor shall they be required to be refunded, as they are non-refundable retainers for pending litigation matters. However, all monthly time and costs shall be charged against any retainers on paid on account;

3. Client and Shulick agree to arbitration in the American Arbitration Association of any and all claims related to the interpretation of this agreement or legal malpractice, with sole and limited exception to this agreement to arbitrate being any litigation instituted by Shulick to collect legal fees and costs hereunder against client, for which client consents to the jurisdiction and venue of the Philadelphia Court of Common Pleas. The parties further agree to the extent any arbitration is commenced, the parties shall have three (3) arbitrators appointed, client to select one, Shulick to select one, and those two arbitrators to select a neutral;
4. Client acknowledges that he solicited the services of Shulick without any solicitation on the part of Shulick;
5. Shulick agrees to use his best efforts in accordance with all applicable Rules of Ethics to handle clients' legal matters, to keep clients informed, and to otherwise work to achieve the clients' best interests;
6. Client has had the opportunity to review this Agreement with independent counsel of his or her choosing before executing the same;
7. Client fully understands this Agreement, which will be interpreted in accordance with Pennsylvania Law;
8. A facsimile copy of my signature shall serve as an acceptable substitute for my original signature;

This agreement shall govern all future legal matters, unless modified in a writing duly signed by both Shulick and clients;

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*Signature*

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*Print Name*

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*Date*