

**PRESENTED AS A**

Studio Webcast:  
First Friday Ethics

January 6, 2023

**Attorney Fee Agreements and  
Miscellaneous Forms**

In connection with the CLE Presentation entitled:

“SIGN RIGHT HERE: A survey of Provisions for your  
Attorney Client Agreements, from ‘Must-haves’ to Optional  
Clauses”

**Claude E. Ducloux**

**Author Contact Information:**

Claude E. Ducloux  
Attorney at Law  
National Director of Education, Ethics &  
State Compliance  
LawPay  
3700 North Capital of Texas Highway,  
Suite 300  
Austin Texas 78746

[cducloux@affinipay.com](mailto:cducloux@affinipay.com)

## **Attorney Fee Agreements and Miscellaneous Forms**

Compiled by:

**Claude E. Ducloux**

**Attorney at Law**

Board Certified- Civil Trial Law

Board Certified - Civil Appellate Law

Texas Board of Legal Specialization

National Director of Education, Ethics & State Compliance

LawPay

3700 North Capital of Texas Highway, Suite 300

Austin Texas 78746

[cducloux@affinipay.com](mailto:cducloux@affinipay.com)

In connection with the CLE Presentation entitled:

### **“SIGN RIGHT HERE: A survey of Provisions for your Attorney Client Agreements, from ‘Must-haves’ to Optional Clauses”**

***DISCLAIMER:*** *These sample agreements are provided for individual review and analysis, and are delivered without warranty or representation of fitness for specific use or compliance. The receiver hereof is advised to make any necessary modifications or adaptations which may be required for the user's specific needs, or for compliance with the user's applicable practice rules or state statutes.*

**TABLE OF CONTENTS**

1. Attorney Fee Contract (Short Form) ..... 3

2. Attorney Fee Contract Addendum – Social Media and Blogging ..... 5

3. Informed Consent Regarding Email or the Internet Use of  
Protected Personal Information ..... 7

4. Six Forms to Consider - Optional Provisions to Add to a Lawyer Attorney Fee  
Agreement, Service Agreement or Retainer Contracts to Acknowledge Use of  
Technology, Privacy Laws or “Paperless” Offices, and the Use of “Cloud” Storage ..... 9

    Form 1: Privacy Policy ..... 9

    Form 2: Digital File Maintenance ..... 10

    Form 3: Disposition/Destruction of Client Files ..... 10

    Form 4: Disclaimer of Liability for Use of Cloud Storage or Technology  
    Exposing Client Info to “Hacking” ..... 11

    Form 5: Use of Digital Signature (aka E-signatures) ..... 11

    Form 6: Billing and Credit Card Use Sample Language ..... 12

5. Sample Contingent Fee Clauses – 2020 ..... 14

    I. Fee Basis – Contingent Fees Payable ..... 14

    II. Calculation of Attorney’s Fees [use for contingent fee] ..... 14

    III. Expenses ..... 14

    IV. Medical Subrogation and Use of Attorney Trust  
    Account ..... 15

    V. Payment of Fees ..... 15

6. Disengagement Letter: Closing Letter ..... 16

7. Virtual Law Office Engagement Letter: Terms and Conditions of Use ..... 17

8. Estate Planning – Short Agreement ..... 22

9. Estate Planning – Joint Representation and Waiver of Confidentiality ..... 24

10. Freelance Work Agreement – Independent Contractor – Flat Rate [for use  
when freelance lawyer is hired by another firm] ..... 28

11. Engagement Letter: Limited Scope Retainer Agreement ..... 32

12. Sample Arbitration Clause for Attorney Client Agreement ..... 36

13. Family Law Retainer Agreement- Large firm ..... 38

**ATTORNEY FEE CONTRACT** *(short form)*

**STATE OF TEXAS**     §  
  §  
**COUNTY OF TRAVIS** §

WHEREAS, Glen G. Quagmire, ("Client") desires to employ Peter Griffin ("Attorney") to represent him in the following legal matter:

To file and complete an action for Modification of Custody in Travis County, Texas and to represent Client in any and all claims and defenses to which the client may be entitled in connection therewith;

WITNESS THEREFORE THE FOLLOWING AGREEMENT:

Client hereby employs Peter Griffin as legal counsel to represent him in the above stated matters and issues related to the above-referenced modification action, and any hearings, discovery matters or settlement negotiations of the above-referenced matter and in any related matter necessary to the resolution of any pending controversies.

Client agrees to compensate Attorney by paying attorneys fees at the rate of \$300.00 per hour for all legal work performed in this matter. Attorney will charge lesser rates for work performed by legal assistants and/or law clerks (\$40.00 per hour).

Attorney acknowledges the receipt of a pre-paid fee retainer from Client in the amount of \$2500.00. This retainer shall be deposited into the Attorney's trust account, to be drawn out monthly and credited against attorneys fees to be earned by attorney. Any unused retainer shall be refunded to Client if the matter is concluded prior to the exhaustion of any funds held on retainer. No Funds deposited in Attorney's Client trust account will earn interest for Client.

Attorney will provide Client, at monthly intervals, an itemized statement setting forth in reasonable detail, all services by Attorney on behalf of Client, and any costs which have been incurred and/or advanced by Attorney on behalf of Client in the above-referenced matter.

IN THE EVENT AN APPEAL IS NECESSARY AFTER ANY TRIAL, IT IS UNDERSTOOD THAT ATTORNEY WILL NOT PROCEED WITH AN APPEAL WITHOUT AN ADDITIONAL AGREEMENT WITH CLIENT FOR ATTORNEY'S SERVICES.

No claim will be compromised or settled without the express authorization of Client.

Client understands that Attorney has made no representations promises or warranties concerning the likelihood of a favorable outcome of any action filed or to be filed. Any statements by Attorney in this regard are statements of opinion only.

**Expenses**

Client agrees to reimburse Attorney for any and all expenses incurred by Attorney in connection with the prosecution and settlement of claims, including, but not limited to, court costs, deposition fees, transcript fees, reproduction fees, expert witness fees, travel expenses, investigative expenses, telephone expenses and other expenses which Attorney determines to be necessary.

**Termination or Withdrawal**

In the event Client desires to dismiss Attorney and retain other counsel after the date of signing this contract, IT IS UNDERSTOOD THAT THE TERMS OF THIS CONTRACT PERTAINING TO THE FEES FOR SERVICES RENDERED UP TO AND INCLUDING THE DATE OF DISMISSAL SHALL REMAIN IN FULL FORCE AND EFFECT.

It is agreed that Attorney may withdraw from the Client's representation in this matter at any time if the client insists upon pursuing a course of conduct which, in Attorney's opinion, is illegal or unethical, or is contrary to Attorney's advice even if not illegal, or if Client disregards his obligation to pay for Attorney's fees or expenses when due and payable.

In the event of termination or withdrawal from employment, Attorney will take reasonable steps to avoid foreseeable prejudice to the Client, including giving notice, allowing time for employment of other counsel, and returning to Client all papers and property to which Client is entitled. If Client discharges Attorney, such notice shall be in writing.

This agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties are performable and fees are to be paid in Travis County, Texas.

Disposition of Client files and Information. At the conclusion of this matter, Client is advised that all matters in the Client's file shall be returned to Client upon request. Client is further advised to retain all confidential information or original documents from Attorney's file. Client otherwise authorizes Attorney to destroy in a secure manner the information contained in Attorney's file after four years from the date the legal services are completed.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

ATTORNEY:

CLIENT:

\_\_\_\_\_  
**Peter Griffin**  
400 W. Main Street, Suite 200  
Austin, Texas 78701  
(512) 474-7000  
(512) 474-5000 (FAX)  
Email: peter@griffinlaw.com

\_\_\_\_\_  
**Glen Quagmire**  
123 Bottom Lane  
Silly, TX 77770  
(512) 345-6789  
gquagmire@quagmire.com

Find the full text of this and thousands of other resources from leading experts in dozens of legal practice areas in the [UT Law CLE eLibrary \(utcle.org/elibrary\)](https://utcle.org/elibrary)

Title search: [Sign Right Here](#)

Also available as part of the eCourse

[Hooked on CLE: May 2023](#)

First appeared as part of the conference materials for the  
2023 First Friday Ethics (January 2023) session

"Sign Right Here"