

**ATTORNEY/CLIENT CONTRACT**  
**FOR REPRESENTATION AND PROFESSIONAL SERVICES**

This Attorney/Client Contract for Representation and Professional Services ("Contract") is entered into on this this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ ("Client") and Daniel A. Laufer, Esquire ("Laufer").

1. Effective Date. This Contract will take effect upon acceptance by Laufer following execution by Client, but its effective date shall be retroactive to the date Laufer first provided services to Client in connection with the matter described at Section 2 below. The date at the beginning of this Contract is for reference only, and is to be used or construed for no other purpose. In the event that this Contract is not signed by client or otherwise does not take effect Client shall be obligated to pay Laufer the reasonable value of any services Laufer may have performed for Client.

2. Scope and General Duties. Client retains Laufer to provide legal services in connection with representing Client in the following matter: \_\_\_\_\_. Client expressly acknowledges that Laufer has no obligation to represent, defend or otherwise give Client any advice, counsel or assistance in any other matter outside of or beyond said scope except as expressly set out in a new attorney-client agreement between Client and Laufer or an additional writing amending this Contract. Laufer is not obligated under this Contract to represent Client in any appeal of a ruling or decision involving or implicating the matter described in said scope to any higher court or other adjudicatory authority except as expressly set out in a new attorney-client agreement between Client and Laufer or an additional writing amending this Contract. Laufer shall provide those services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of the progress of the requested legal work and shall respond within a reasonable time to inquiries made by Client. Client shall be truthful with Laufer, cooperate with Laufer, keep Laufer informed of developments affecting the representation, abide by this Contract, pay Laufer's bills on time, and keep Laufer advised of Client's current address and telephone number.

3. Retainer. Client will deposit with Laufer funds in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_,000) as Client's retainer with Laufer at the time of execution of this Contract. Funds from this retainer, which shall be maintained by Laufer in his Client Trust Account, shall be applied by Laufer against fees and costs billed to Client in accordance with Section 7 below. Notwithstanding the foregoing, Laufer may immediately apply funds from Client's retainer against any and all fees for work performed in advance of the making of this Contract, and may further directly pay from retainer to a third party any costs, such as, without limit, filing fees, charges for service of process and the like, incurred by Client in connection with Client's representation by Laufer. Laufer may elect, at its sole option and in its sole discretion, to require Client to deposit additional monies into retainer on thirty (30) days notice to Client. Any balance of retainer monies remaining at the conclusion of the representation contemplated hereunder shall be promptly refunded by Laufer to Client.

4. Legal Fees. Laufer will charge, and Client agrees to pay for representation and legal services provided by the Firm at the rate of Two Hundred Dollars (\$225.00) an hour. Paralegal time shall be billed at the rate of Seventy Five Dollars (\$75.00) an hour. Laufer will charge for time expended on behalf of Client in minimum units of one-tenth (.1) hours, which is six (6) minutes.

5. Costs and Expenses.

a. Ongoing Costs and Expenses. Client shall reimburse Firm for all costs and expenses incurred in the course of Client’s representation by Firm, including, but not limited to, the following:

Item	Cost
Computerized legal research (Westlaw, other on-line)	\$25.00 per hour, or actual cost if greater
Consultants' fees	Actual cost
Court reporters' fees	Actual cost
Delivery service (FedEx, etc.)	Actual cost
Electronic transfers	Actual cost
Expert witness fees	Actual cost
Fees fixed by law or assessed by courts or other agencies	Actual cost
Investigation expenses	Actual cost
Long distance telephone calls	Actual cost
Messenger, courier and other “by hand” delivery fees	\$10.00 per delivery, or actual cost if greater
Parking	Actual cost
Photocopying	
In-office	\$.15 per page
Out of office photocopying	Actual cost
Process servers' fees	Actual cost
Postage	Actual cost
Return check fee	\$25.00
Lodging	Actual cost
Mileage	\$.375 per mile
Ticketed or metered (Air, taxi)	Actual cost

Any costs and expenses not listed above will be billed to Client at the amount paid by Laufer in obtaining or providing them. Laufer reserves the right, from time to time and at its sole option, to establish or change amounts for costs and expenses on thirty (30) days written notice to Client. Laufer further reserves the right, from time to time and at its sole option, to require prepayment of any cost or expense contemplated in this Section.

6. Statements. Laufer shall send Client monthly itemized statements for fees and costs incurred in connection for any hourly work performed. The itemization will include separate time entries for each day billable work is done and separate entries for each major or non-routine item of cost. Minor cost items such as photocopies, postal, delivery and courier charges will be aggregated as of the last day of the billing period.

7. Payment of Fees and Costs by Client. Client will promptly pay the balance due as shown on the current statement. Costs and fees shall be assessed first against any retainer paid by Client, and Laufer may withdraw such funds from its trust account on the date of the statement to Client reflecting such costs and fees without requirement of further notice to Client. Client shall be considered to have promptly paid a statement balance if payment of the entire balance due and payable shall have been received by Laufer within twenty (20) days of the date of the statement reflecting said balance. All checks are accepted subject to negotiation at the financial institution on which the check is drawn. Any statement not paid promptly by Client in accordance with the foregoing shall give Laufer good cause for any and all actions with regards to Client that are necessary and appropriate, to include, without limit, the imposition of reasonable interest charges and withdrawal from representation of Client per Section 8 following. Laufer may, in its sole discretion, commence charging interest at the rate of one percent (1%) per month or portion of a month on any balance with Laufer that is in excess of sixty (60) days past due beyond the statement date. In the event there is litigation regarding the collection of fees, Laufer shall be awarded all reasonable attorneys' fees and costs in connection with such action.

8. Termination of Contract.

a. By Client. Client may discharge Laufer at any time. In such event, Laufer shall prepare and present Client with a final statement reflecting the total balance due on concluding its representation efforts on behalf of Client. Client shall have thirty (30) days from the date of such statement to pay the balance due. Any balance remaining unpaid after thirty (30) days shall provide Laufer good cause to take any and all action reasonable and appropriate with regard to Client in securing the balance remaining due.

b. By Laufer. Laufer may withdraw with Client's consent, or for good cause. Good cause includes any material breach by Client of this Contract and expressly includes, without limit, nonpayment of legal fees after demand for payment by Laufer or Client's refusal to cooperate with Laufer or follow Laufer's advice on a material matter or matter of law.

c. Discharge or Withdrawal When Laufer has Appeared. Client expressly acknowledges the understanding that, if Laufer shall have entered an appearance as Client's attorneys-of-record before a court or other adjudicatory authority, said court or tribunal retains final authority as to whether Laufer shall be permitted, as appropriate under the circumstances, to be discharged or to withdraw, and until such time as an order providing for such is entered, Laufer is legally required and obligated to continue to represent Client in the matter. Client further acknowledges Client's understanding and agreement that, pending approval of any such motion for discharge or withdrawal, Client is and remains obligated for attorney's fees and costs in connection with all work done by Laufer through the time of receipt by Laufer of the order granting the motion.

d. On Completion of Representation. This Contract shall terminate automatically when all matters pertaining to the representation set out in section 2 above have been completed by Laufer. On such event, Laufer, in its sole discretion, may send Client a file

closing letter, but any failure by Laufer to send such a letter shall not have any bearing on the conclusion of the representation. Client expressly acknowledges that Laufer has no obligation to represent, defend or otherwise give Client any advice, counsel or assistance in any other matter outside of the representation set out in section 2 except as expressly set out in a new attorney-client agreement between Client and Laufer. Client further acknowledges that every situation involving legal representation is unique, and the agreement by Laufer to any particular term or condition in this Contract does not obligate Laufer to extend the same or a similar term or condition in any other attorney-client agreement between Client and Laufer.

e. Copying of Client File. Following termination of Client's representation by Laufer under this Contract for any reason whatsoever, should Client request Client's file, or should any other person or entity request Client's file on Client's behalf, Client agrees to pay prior to delivery of the file the cost of copying the file at either Laufer's regular rate for copying or, in Laufer's sole discretion, the actual cost of having the file copied by a copy service. Client understands and acknowledges that Firm's practice is to send any file in excess of fifty (50) pages out to a copy service following such a request for copying.

9. Disclaimer of Guarantee. Nothing in this Contract and nothing in Laufer's statements to Client shall be construed to be a promise or guarantee about the outcome of Client's matter, as described in Section 2 above. Client expressly acknowledges Laufer has made no such promises or guarantees to Client. Laufer's comments with regard to any possible outcome of Client's matter prior to actual resolution are necessarily speculative in nature, and Client relies upon any such comments at Client's sole risk, subject to LAufer's ethical obligations to Client in this regard.

10. Laws of Massachusetts or New Hampshire Apply. Depending upon the residence of the client and the location of the court/tribunal in connection with the matter described in Section 2, this Contract shall be governed by the laws of the Commonwealth of Massachusetts or the State of New Hampshire.

11. Venue. Client expressly acknowledges that Norfolk County Superior Court in Dedham, Massachusetts (for Clients who are Massachusetts residents or whose matter is pending there) or the Hillsborough Superior Court, Northern Division, in Manchester, New Hampshire (for Clients who are New Hampshire residents or have a matter pending there) shall be the venue for any and all proceedings arising under, or as a result of, this Contract.

12. Construction of Terms. The following terms used in this Contract shall receive the following construction.

a. Laufer. Laufer shall mean any attorney, employee, agent or other duly authorized person or entity acting on behalf of Laufer.

b. Masculine references shall be deemed to include feminine references, and vice-versa.

c. Singular references shall be deemed to include plural references, and *vice-versa*.

13. Modification. Any modification to this Contract shall be in writing.

14. Full Explanation and Understanding; Entire Agreement. Client expressly acknowledges being informed by Laufer that entering this Contract imposes substantial obligations on Client. Client further acknowledges that Laufer has offered Client the opportunity to have any and all provisions of this Contract fully and carefully explained to Client and that, if such explanation was requested, Laufer did in fact make such full and careful explanation. Client further acknowledges that Client was offered the opportunity to review this Contract at Client's leisure and/or with any third person with whom Client would see fit to consult and that, if such opportunity was requested, Laufer did in fact allow Client to do so. Client finally acknowledges that Client fully understands and comprehends each and every provision of this Contract, and that this Contract represents the entire agreement between Laufer and Client in connection with the legal services provided to Client by Laufer as described in Section 2 above.

Client, by the signature first appearing below, hereby agrees to the terms, provisions and requirements of this Contract.

Accepted by Client at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 200\_\_\_\_.

\_\_\_\_\_  
[client name]

Accepted by Laufer this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

DANIEL A. LAUFER, ESQUIRE

By: \_\_\_\_\_  
Daniel A. Laufer  
New Hampshire Bar No. 1439  
Massachusetts B. B. O. No. 557633