

■ Quick Reference Checklist: Before You Sign a Fee Agreement

1. Get It in Writing

- Always request a written fee agreement—even if not required in your state.
- Make sure it clearly defines the scope of services, billing method, and expenses.

2. Clarify the Type of Agreement

- Hourly fee (billing in increments)
- Flat fee (one-time payment for specific services)
- Contingency fee (percentage of recovery; not allowed in divorce or criminal cases)
- Limited scope/unbundled services
- Alternative fee arrangements (blended rates, capped fees, etc.)

3. Review Key Terms Carefully

- Hourly billing rates for the attorney and staff
- Minimum increments (e.g., 0.1, 0.25, or 0.5 hours per task)
- Arbitration clauses (binding vs. non-binding; do you lose the right to sue?)
- Billing questions (should not be billable)
- Deadlines to dispute invoices (do fees become 'valid' if not challenged quickly?)
- Expenses (filing fees, expert witnesses, travel, postage, etc.)
- Liens (charging or retaining liens that may affect your recovery or property)

4. Understand Advances (Retainers)

- Deposit: Held in trust, drawn down as work is done.
- Engagement fee: Paid to secure availability; ask if refundable.
- Flat fee: One-time payment for a specific service—get the scope in writing.
- Nonrefundable retainers: Regulated or banned in some states; ask if allowed in yours.

5. Ask Before You Sign

- What services are covered by this agreement?
- What services are not covered?

- How will I be billed once my advance runs out?
- Who sets the hourly rates (attorney, associates, paralegals, staff)?
- What happens if the case ends early—do I get a refund?

■ **Client Tip:** Never rely on verbal promises. If it isn't in writing, it doesn't exist.