

Daniel A. Corbin†  
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Of counsel

† Board Certified in Family Law  
and Consumer Bankruptcy Law  
by the Texas Board of Legal  
Specialization



## ATTORNEY-CLIENT CONTRACT

You, the undersigned, hereby retain and employ Corbin & Associates, P.C., Attorneys, to provide legal services for a \_\_\_\_\_, such services to be conditioned upon the terms of this Contract. You understand and acknowledge that this Contract does not obligate us to represent you in any other matter, including defense of creditor claims, lien or title searches, appeals, post-judgment enforcement actions, or collection of judgments. *Another Attorney-Client Contract will be required if you wish to employ us in connection with any other matter.*

**BELTON**  
106 W. Central Ave.  
(254) 939-7070  
(254) 939-7080 fax

**KILLEEN**  
603 N. Eighth St.  
(254) 526-4523  
(254) 526-6711 fax

In consideration for the legal services to be rendered to you, you agree to pay a fee of \$250.00 per hour for each hour of representation by Daniel A. Corbin; \$200.00 per hour for each hour of representation by Jeanne Parker; \$150.00 per hour for each hour of representation by an associate attorney; and \$100.00 per hour for each hour of work by a paralegal, for all work done by us in connection with the above-described matter. Hourly rates may change during the course of representation, and we will notify you at least 45 days in advance of any such change. You understand that you will billed in 1/10 hour increments for all time devoted by an attorney or the staff to your case, including without limitation time spent in office and telephone conferences, time spent in interviews with witnesses and parties, legal research time, time spent preparing or revising correspondence and legal instruments, time spent preparing for court appearances, time spent reviewing correspondence and documents, time spent in negotiations with opposing parties or attorneys, and time spent in court (whether at trial or at attendance of ancillary hearings or motions, including time spent waiting for and driving to hearings, mediations, or the like.)

By signing this agreement you authorize us to employ certain professionals (including, without limitation, court reporters, experts, consultants, appraisers, investigators, and accountants, if applicable), and to obligate you for reasonable expenses which are deemed necessary by us for the investigation, preparation, presentation, prosecution, defense or trial of your case. You agree to pay any and all expenses incurred by us, including without limitation filing fees, fees for the issuance and service of citation, subpoena costs, accounting costs, investigations costs, expert's fees, appraiser's fees, deposition costs, mail and photocopying costs, cellular phone charges, and long distance telephone and telecopier charges.

You understand and agree that we accept no responsibility for matters preceding the effective date of this Contract, and that **we will not begin representing you until you have signed and returned this Contract and deposited a minimum fee of \$\_\_\_\_\_ with us. Said fee is absolutely vested to the firm upon execution of this Contract, and accordingly is non-refundable**, provided that said fee shall be credited toward time spent on your case. If the amount of hourly charges and accrued expenses at any time exceed the minimum fee, we will bill you for such excess charges and expenses as detailed above. You agree to pay each bill in full within 15 days of the date of the bill.

Unless otherwise agreed in writing, all fees, costs and expenses must be paid in full before the final court hearing is set. In particular, unless the final hearing is uncontested you may be required to make a trial deposit before the case is set in an amount estimated by the firm. Any fees deposited in trust and not expended will be refunded to you at the conclusion of our representation, after deducting all fees and expenses owed to the firm.

You understand that awards of attorney's fees are within the discretion of the court, thus are totally unpredictable. You will be required to pay for our services without regard to any court order for attorney's fees. In the event attorney's fees are awarded and collected in an amount greater than the amount charged to you under the terms of this Contract, then, in such event, we are entitled to such attorney's fees as are awarded and collected. Sums actually recovered from an opposing party shall be credited first to your unpaid attorney's fees, costs or expenses, with the balance, if any, remitted to you.

You acknowledge that it is impossible to accurately predict the outcome of any case, or how long it will take to complete. We cannot make any guarantee that a favorable resolution of your case can be obtained, or that you will be able to recover fees, costs or other expenses. Statements that we make regarding the likely outcome or the range of possible outcomes are only our opinions and not guarantees of results.

You agree not to participate in any communication or negotiations which pertain to the case, except with our knowledge and consent.

You must keep us advised of your current address and phone number, and you must appear on reasonable notice for any and all appointments, depositions, mediations and court hearings. You further agree to comply with all reasonable requests we make of you in connection with the preparation and presentation of your case. In particular, you may be required to assist in locating and interviewing witnesses, to provide documents and physical evidence for use at trial or in responding to discovery requests, and to consult with us in preparing the case and in responding to discovery requests.

You may discharge us at any time, provided that we shall be entitled to payment for all work performed prior to the discharge, and shall further be entitled to reimbursement of any expenses, charges or costs that we may have advanced or incurred on your behalf during the course of the representation. We want you to be satisfied with the services we provide. Should you at any time become dissatisfied with any aspect of the legal services rendered by us, you agree to promptly notify us in writing of such dissatisfaction in order to afford us an opportunity to resolve the complaint to your satisfaction.

At the request of either Attorney or Client, ***any and all disputes arising under or relating to this Contract (including any dispute as to whether a matter is subject to arbitration hereunder), or the engagement and legal services to be rendered (including without limitation fee disputes; claims of legal malpractice, fraud, constructive fraud, breach of fiduciary duty, or breach of contract; or others) will be submitted to arbitration in Bell County, Texas for resolution. In this regard, each party expressly waives the right to a trial by a court or by a jury.*** If the parties are unable to agree on an arbitrator, then Attorney and Client shall each select an arbitrator. The two arbitrators so-selected shall then choose a qualified attorney, who will be designated the sole arbitrator of the dispute. The cost of arbitration must be borne as the arbitrator directs. Both Attorney and Client agree to be bound by this paragraph and the results of the arbitration.

You understand that, as the case progresses, we may determine that pursuing the matter further would not be beneficial to either you or us, or that circumstances have developed which hinder continued effective representation. You therefore authorize us to withdraw at any time by sending written notice to your last known address. In such event, we shall be entitled to payment for all work performed prior to the withdrawal, and shall further be entitled to reimbursement of any expenses, charges or costs that we may have advanced or incurred on your behalf during the course of the representation. You understand that we will terminate the attorney-client relationship and withdraw from representation if you fail to fully cooperate with us; if you fail to keep us advised of your current address and phone number; if you fail to follow our advice or engage in conduct which makes representation unreasonably difficult; if you insist that we engage in conduct which we determine to be illegal or unethical; or if you fail to promptly pay fees and expenses or make a deposit as provided herein.

You may request the return of your file at the conclusion of representation (or earlier, if appropriate), provided that we shall be given a reasonable time to copy the file for the purpose of maintaining a complete record of matters connected with the representation. **YOU ARE ADVISED THAT ALL DOCUMENTS LEFT IN OUR POSSESSION MAY BE DESTROYED THIRTY DAYS AFTER OUR REPRESENTATION IS CONCLUDED, AND IF YOU WISH TO RETRIEVE YOUR FILE IT IS YOUR RESPONSIBILITY TO PICK IT UP FROM OUR OFFICE WITHIN THIS TIME FRAME.**

This agreement constitutes the only agreement between you and the firm regarding the terms of our representation and payment of our fees. This agreement supersedes any prior understandings or written or oral agreements between the parties hereto. It is binding on your heirs, successors, representatives and assigns and may not be amended except in writing executed by all parties. The provisions regarding arbitration, and payment of fees, costs and expenses shall survive termination of the contract. This contract shall be construed in accordance with the laws of the State of Texas. Venue for any action or arbitration involving or arising out of this contract shall be in Bell County, Texas. The invalidity or unenforceability of any provision shall not affect any other provision.

**Corbin & Associates, P.C., Attorneys**  
603 North Eighth Street  
Killeen, Texas 76541  
Phone: (254) 526-4523 Fax: (254)526-6711

BY: \_\_\_\_\_  
Attorney

I understand and acknowledge that this attorney client- relationship does not commence, and that legal services and work will not begin, until the minimum fee described above has been paid, and this Contract signed by me and returned to the firm. I further acknowledge that no member of the firm has made any promise or guarantee as to the outcome of this matter, other than to use the firm's best professional efforts in providing legal services to me. I have fully and completely read this fee agreement and have kept a copy of it. I understand that I have the right to consult with independent counsel regarding any provision of this Contract. I fully understand the provisions of this Contract; I believe it to be fair and reasonable; and I agree to be bound hereby.

CLIENT:

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.