

PROFESSIONAL SERVICES AGREEMENT FOR CRIMINAL DEFENSE

This agreement is made in duplicate on this the ____ day of _____, 200 __, between CORBIN & ASSOCIATES P.C., ATTORNEYS, hereinafter referred to as Attorney, and _____, hereinafter referred to as Client.

1. Client is charged in _____, County, Texas with the crime of _____.
2. Client wishes to employ Attorney to represent Client in the defense of the above criminal charge. No other legal representation is contemplated by either Client or the Attorney, and the Attorney does not by the representation of the client on the stated matter agree to undertake any other legal representation for the Client.
3. Attorney agrees to represent Client in the defense of the above criminal charge through **ONE TRIAL ONLY**. Attorney's services to Client as of the date charge is dismissed or sentence is pronounced by the trial judge.
4. Attorney's obligations to Client will also be discharged if the above charge is compromised or disposed of without trial. Compromise or disposal without trial includes, but is not limited to, any of the following:
 - a. Inability of the jury to reach a verdict, where case is tried by jury;
 - b. Declaration of mistrial;
 - c. Granting of a motion for a new trial;
 - d. Granting of probation without the imposition of sentence;
 - e. Ordering of commitment by the court without the imposition of sentence; or,
 - f. Charge is dismissed.
5. The fee for Attorney's services, rendered as described in paragraphs 3 and 4, shall be in accordance with the fee list attached hereto. Attorney reserves the right to withdraw as Client's Attorney of record and to retain all fees paid for services previously rendered if the fee set forth in the attached fee list for Attorney's services is not paid in full on or before the date agreed upon for receipt of payment in full. In the event that payment is not made as specified above, Attorney may, after reasonable notice, withdraw as Attorney of record for the Client. In the event that this agreement is terminated for any reason by the Client, the fee paid shall be deemed as earned by the Attorney, and no part thereof shall be returned to Client.

6. **FEE AGREEMENT:**

Retainer for plea or dismissal: _____

Balance for plea or dismissal: _____
(Amount and Due Dates)

Retainer for jury trial: _____

Retainer for trial before the court: _____

If the case is set for trial before the court or a jury trial, the client will be billed at an hourly rate. When the client's bill exceeds that of the retainer(s) paid to Attorney, the client will be sent a bill each month. If a bill is not paid within 30 days of its mailing by Attorney, the Attorney will have the right to withdraw from the case. Attorney's fees cover reasonable expenses relating to the above charges including, but not limited to: Investigation, preparation of exhibits, fees for expert witness, and travel expenses. **ALL ATTORNEY'S FEES PAID TO CORBIN & ASSOCIATES, PC, ATTORNEYS ARE NON-REFUNDABLE.**

7. The fees set forth in the paragraphs above are not intended to include, and do not include the following:

- a. Any appellate proceedings, either before or after rendition of judgment or pronouncement of sentence; and
- b. Any legal services to be rendered in the filling of extraordinary writs in either state appellate courts or federal courts, either before or after trial.

8. Attorney reserves the right to associate other counsel and if there is an additional cost, subject to Client's approval and payment of the associate fee. Client will advise Attorney in writing of any change of address, phone number and/or employment within ten (10) days of making such change. Client hereby authorizes Attorney to act as his agent in all matters affecting this case including, but not limited to the following:

- a. to appear in court in Client's behalf;
- b. to negotiate a proper plea bargain
- c. to waive Client's appearance at any proceedings in reference to this case;
- d. To request that the trial or settings of this case be postponed and reset and;
- e. To waive Client's rights under the Speedy Trial Act of Texas, when, in Attorney's sole discretion, Attorney deems such actions proper and in Client's best interests.

9. Client understands that Attorney has made no guarantee about the successful outcome of the case. It is understood by the Client that **NO PROMISES HAVE BEEN MADE AS TO THE OUTCOME OR RESULT OF THIS CASE.** The Attorney has agreed to exercise the best effort and professional care possible that the Attorney cannot, and has not made in any representation regarding the outcome of this case.

10. Attorney is not obligated to make any bond for client by reason of this contract.

11. This retainer contains all conditions, provisions and understandings of the parties. No other agreements, written or oral, exist as between the parties, and the parties agree to be bound to the terms of this agreement. This agreement can be modified only by an agreement in writing signed by both Attorney and Client.

12. Information regarding my case and/or copies of documents pertaining to my case may be released to the following individuals:

13. **CLIENT ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISION, AND AGREES TO BE BOUND BY IT.**

SIGNED this the _____ day of _____, 200__ in _____, Texas.

Client's Signature

Attorney or Attorney's Representative

Address

Telephone Number

I, _____, have read the above contract and in consideration of the services to be provided Client by Attorney, I hereby agree to be bound by the provisions of said contract and I hereby guarantee that the money to be paid thereunder will be paid to Attorneys by me if Client does not pay. I know Client cannot pay and I will have to make the payments. Attorney's responsibility will be to Client and not to me, but I will see that all payments and conveyances required by above contract are made in a timely fashion.

Third Party Guarantor (parent, spouse, friend)