

ATTORNEY FEE AGREEMENT

Date _____

Client: _____

Basic Understanding and Charge. Client hereby retains the services of David G. Crum & Associates, P.C. (hereinafter "Attorney"), for legal representation in the following matter:

Basic Fee for Services. Client agrees to pay the fee of \$ _____, which fee has been agreed upon by all, for representation relating to the above-referenced matter. This amount includes New Mexico Gross Receipts Tax in the amount of \$ _____

Additional Charges (if applicable).

Scope of Representation. Attorney shall represent Client through the sentencing phase of litigation, if necessary. Client understands that the agreed upon fee does not include representation on any appeal. Likewise, such fee does not cover court appearances required for re-sentencing, or violations of terms of sentencing conditions. It also does not include court appearances required as a result of violation of any conditional discharge. Nor does said fee cover appearances or actions necessitated by the filing of a petition for violating the conditions of parole and/or probation. In the event that an appeal should become necessary, a new and separate agreement will be made.

Costs. Client also understands that, in addition to the above-stated fees, he/she will pay all necessary expenses and disbursements which, in the opinion of Attorney, will assist in the defense of such case. Such expenses and disbursements may include, but are not limited to, the fees of private investigators, expert witnesses, transcripts of court proceedings, travel expenses, fees incurred for use of computer database retrieval systems, postage, charges for use of facsimile transmission and reception, Federal Express charges, and any other expenses that this office deems helpful for the proper preparation of the defense.

Representation Relating to Warrants: Client will be charged a flat fee of _____ plus gross receipts tax for representation on any warrant that is issued against Client subsequent to the date this agreement is executed. This fee will be in addition to the fee described above, and will be due immediately upon the issuance of such warrant.

Payment Schedule. Client agrees that payment of the fee will be made as follows:

\$ _____ (Full payment) Due _____ Paid _____ or

\$ _____ (Retainer) Due _____ Paid _____

\$ _____ (monthly payments) Due on the _____ of each and every month beginning _____.

Payment schedule contingent upon Trial/Plea date: Regardless of agreed upon payment schedule, entire fee will be paid prior to any trial date or plea date.

Default. Upon default of any payment described herein, the entire balance including costs, expenses and disbursements shall become immediately due.

Interest. Interest shall accrue on all delinquent payments, including fee, costs and disbursements at a rate of 18% APR, from the date of execution of this agreement.

Collection of fees. Client shall pay reasonable attorney's fees and costs if legal action is required to collect any unpaid legal fees or costs.

Effect of flat fixed fee. It is expressly understood by all parties to this agreement that the fee as set forth above is a flat fixed fee and is based upon, among other factors, the nature of the crime, the unique nature of the facts, the District Attorney's policy concerning such crimes, public attitudes in reference to such crimes, the presence or lack of criminal record, the number of witnesses, possible defenses and amount of time normally expended by this office on matters such as yours. This means that unless otherwise set forth above, no additional fee will be charged even if additional time or court appearances are required. Likewise in view of the fact that the amount paid to Attorney is a flat fixed fee it is expressly understood and agreed that no part of the fee charged or actually paid will be reduced or returned regardless of the amount of time actually expended in the course of your representation.

Client's Duties. Under this agreement, Client has the duty to keep Attorney informed of all changes to address and phone numbers, including work numbers. Client agrees to provide in a timely fashion, all information requested by Attorney. Client also agrees to make all payments according to the schedule outlined above. Client's failure to meet any of these duties will be grounds for Attorney to withdraw representation.

Attorney's Right to Withdraw. The Client agrees that David G. Crum & Associates, P.C., may withdraw from this matter if it reasonably appears to the Firm that the Client is not being cooperative. One example of lack of cooperation would be if the Client fails to pay Attorney's fee and or remit payment for expenses as required by this agreement. A further example would be if the Client failed to communicate or provide information or documentation requested by Attorney. In the event that Attorney withdraws from the case, Client shall not be entitled to a refund of any amount of any fees or expenses paid to Attorney.

Binding Agreement. Unless this agreement is modified in writing duly signed by both the Client and a representative of David G. Crum & Associates, P.C., this agreement shall be fully binding upon the Client even if there is a lack of strict enforcement by Attorney, and this agreement cannot be changed orally.

Governing Law. This agreement shall be governed by and interpreted according to the laws of the State of New Mexico. Any legal action brought with regard to this contract shall be brought only in Bernallilo County, in a court of appropriate jurisdiction within the state of New Mexico.

Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation and in any jurisdiction will not effect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Yes **No** **Payment by third party.** Client understands that the fee is being paid by a third party. Payment by third party does not create an attorney-client relationship with the payor and the attorney, and the attorney will not discuss the case with the payor unless authorized by client. Client further understands and agrees that representation is contingent upon payment of all outstanding fees, even if initially assumed by a third party payor.

Date: _____

Attorney

Date: _____

Client/Defendant

As third-party payor, I agree to pay the legal fees and to be bound by the terms relating to payment as set out above, on behalf of client. I understand and agree that my agreement to pay does not create an attorney-client relationship between me and the attorney. My signature below represents an unconditional guarantee of the payment as outlined above, and I hereby agree to waive any claim that I, as third party payor, may have against David G. Crum & Associates, P.C. or its employees arising out of the above-referenced representation

Date: _____

Third-Party Payor (print)

Third-Party Signature