

1. **Hourly Rate.** “A lawyer’s time is his stock in trade.” -- Abraham Lincoln. My standard hourly rate is \$300.00, and is based on my 38 years experience as an attorney, particularly the last 25+ years while primarily dealt with real estate and other problems peculiar to the development of the natural desert and other rural ground throughout Maricopa County, and often beyond.

2. **Policy.** After an initial evaluation of a matter, I often agree to a reduced fixed fee in a separate agreement or email. Otherwise I will charge for my actual time in handling your problem at my standard hourly rate, including phone calls and e-mails both before and after you sign this agreement. I will track my time in tenths of an hour, and work as efficiently as I can under the circumstances. If you so request and cooperate with me, I will endeavor to shift as much of the work to you as possible. I may also shift some of the work to a legal assistant, case manager, researcher, or investigator to be billed at lower rates.

Although I have handled significant commercial litigation over the years, I avoid it now. However, I am often used to effectively evaluate real estate and other matters that are in dispute or may end up there, and handle them through the point where it is necessary to refer you to a litigation firm. While the fees paid to me may ultimately be included in an attorney’s fees award in the litigation of many of these matters, (e.g. quiet title and contract matters), your bills with me must be paid promptly as we proceed.

I will attempt to estimate your remaining legal expenses at any time you ask about them. But, I do not have a crystal ball, and cannot precisely project your total legal expenses on any project, especially if disputes are involved, as the project may take longer, or cost more, than we originally hope or project. If this happens, it is not an acceptable excuse to delay or avoid paying your bill in a timely fashion.

I have to charge for my time, and you have to pay for that time, as we go along. This is the only way I can keep my rates down. *Therefore, I reserve the right to cease work on any legal matter which I am handling for you if your bill has fallen behind, and you have not made appropriate arrangements with me through a special written agreement for delayed payment with collateral or other security.*

3. **Actual Costs.** You are also responsible for the prompt payment, (or reimbursement to me), of all “out-of-pocket” or pass-through costs charged by outside parties, including: *filing fees, messenger fees, expert fees, and special charges for computer research of the law.* However, unless they become significant, I don't charge extra for: *copies, long distance calls, fax charges or, postage.*

4. **Retainer.** At the outset, I will normally require that you pay for my fees and pass-through costs in advance through: (a.) a flat fee that is non-refundable unless the actual work falls significantly short of what was anticipated by the fee; (b.) a “rolling retainer” which I will hold like a security deposit on a lease and apply to your last billing, then refunding any remainder, with you timely paying all earlier monthly bills as you get them; (c.) an “initial retainer” to cover my initial work, which I may require to be replenished from time to time thereafter, to a level anticipating my pending effort.

5. **When Payment Is Due.** I reserve the right to require prepayment at the outset of my work as just described, or upon completion. Otherwise all bills are due within 10 days of receipt, and those not timely paid will bear 1.5% interest per month thereafter. Our agreement includes the obligations of honesty, good faith and fair dealing; it is your responsibility to promptly contact me with any question or problem on a bill. By signing below, you also agree to submit any dispute over payment of my bills to the fee arbitration procedure provided by the Arizona State Bar, and that attorney’s fees may be awarded to the prevailing party by the Arbitrator.

6. **Acceptance.** *Date: and sign below:*

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