

**CRIMINAL DEFENSE RETAINER CONTRACT**

I, \_\_\_\_\_, wish to retain Baldwin Adams & Kamish, P.C. regarding \_\_\_\_\_.

**I. Flat Fee**

I, the undersigned client, understand that I am paying a flat fee of \$ \_\_\_\_\_ for the legal matter(s) described above. I understand that the flat fee will not cover the following:

(1) a trial [bench or jury] in the matter(s); (2) an appeal, including an interlocutory appeal; (3) and any other expenses required for representation in the matter(s). The amount for which the undersigned client [and any other party designated as jointly and severally responsible for payment of the fee] is responsible under subsections (1) through (3) shall be determined by agreement of the parties and said amount is hereby incorporated into this contract.

If the undersigned attorney determines that a trial is necessary to resolve the matter(s), then a meeting between the attorney and client will occur. The attorney and client will determine the additional fee necessary for all aspects of trial preparation and the actual trial of the matter(s) whether to proceed to trial, as well as if the matter(s) is/are actually tried.

(\_\_\_\_\_)initial

**II. Expenses**

I, the undersigned client, understand that I will be responsible for all expenses associated with the litigation of the legal matter(s). These expenses may include, but are not limited to: depositions and court reporting services, toxicology records, transcript fees, video and intake photograph copying fees, medical records, driving records, Circuit Court filing fees, private investigator fees, expert witness fees, and accident reconstruction fees. I agree that all fees will be satisfied within 30 days of receiving an invoice from this attorney's office. I agree to provide and authorize use of the credit card listed below that any fees not satisfied within 30 days can be paid by the credit card.

Master Card/Visa/ Discover/Amex

Card  
No: \_\_\_\_\_ - \_\_\_\_  
\_\_\_\_\_ - \_\_\_\_\_  
\_\_\_\_\_ Exp. \_\_\_\_  
/ \_\_\_\_

Names as it appears on card: \_\_\_\_\_

*I, the undersigned client, agree to pay an additional \$ \_\_\_\_\_ for depositions/expenses that could be taken for the legal matter(s). I understand that the additional amount required will be placed into a trust account and will only be used for the purpose of depositions/expenses. Any remaining balance will be refunded to me or will be transferred over and taken off the remaining balance for the legal matter(s).*

(\_\_\_\_\_)initial

### **III. Payment Plan**

Any fee agreed to under paragraph I may be paid under a payment plan. The undersigned attorney shall determine the amount of: (1) the initial downpayment; and (2) regular installment payments. The undersigned client [and any other party designated as jointly and severally responsible for payment of the fee] has a continuing duty and obligation to make payments as required by the payment plan. The terms of the payment plan are hereby incorporated into this contract and failure of the responsible party or parties to abide by the terms of the payment plan allows the undersigned attorney and Baldwin Adams & Kamish, P.C. to withdraw from the case(s).

The amounts required to be paid under the installment provision of the payment plan must be paid **no later than 4:00 pm** on the days that the money is owed, unless alternate terms are agreed to by the parties and attached and incorporated into this contract. Oral agreements or subsequent modifications of the contract regarding a payment plan under this subdivision are void and unenforceable. **Additionally, Baldwin Adams & Kamish, P.C. may withdraw as attorneys of record if the client falls 2 or more payments behind on any payment plan that has been set up in the contract.**

( )initial

### **IV. Collection of Fees**

I, the undersigned client, understand that if a suit is brought to collect any amounts under this agreement, I agree to pay all expenses, costs, out of pocket expenses, and attorney fees incurred by the collection attorney employed by the undersigned attorney. I understand that a fee will be charged to the undersigned attorney by an attorney employed to secure collection of fees, and that a reasonable and customary fee for same may be either: 1/3 of the total balance of fees and expenses due and owing, and collectible, including interest and charges, or actual attorney fees incurred on an hourly bases to be determined by a collection attorney, whichever amount is greater, and agrees that \_\_\_\_\_ County has jurisdiction over the matter.

( )initial

### **V. Participation or Assistance of Other Attorney**

I, the undersigned client, agree that an attorney: (1) other than the undersigned attorney; and (2) who is employed by Baldwin Adams & Kamish, P.C.; may, without prior approval, render any of the following services to assist in the resolution of the legal matter(s) for which the undersigned attorney was retained: (1) appearances at pre-trial hearings; (2) participation in a trial; (3) assistance with legal research or other out-of-court matters; (4) conducting depositions; (5) any other matter necessary to assist in the resolution of the legal matter(s) for which the undersigned attorney was retained.

( )initial

### **VI. No Promises or Guarantees of Outcome**

I, the undersigned client, acknowledge that Baldwin Adams & Kamish, P.C. have not and will not guarantee or promise the outcome of any case. On occasion, I may ask the opinion as to the outcome of a case. If the attorney chooses to opine as to the possible outcome, I understand that the attorney can never know for sure what the outcome will be in any

case, but may (from experience with the particular judge, prosecutor, or type of case) be able to give an educated opinion as to a range of possible outcomes. However, I agree that Baldwin Adams & Kamish, P.C. cannot and will not promise or guarantee that any predicted outcome will occur.  
( )initial

**VII. Client's Responsibilities**

I, the undersigned client, agree to inform the staff of Baldwin Adams & Kamish, P.C. of any and all address, email, facsimile number, mobile phone number, and other telephone number changes, to appear on reasonable notice for office appointments and court appearances, and to comply with all requests made by the undersigned attorney in the preparation and presentation of the legal matter(s). I, the undersigned client, understand that it is my responsibility to contact the undersigned attorney or staff with any questions and concerns relating to the legal matter(s), and to fully cooperate with the attorney and staff by promptly responding to inquiries and requests that were made by the attorney and staff.

I, the undersigned client, agree to thoroughly read and review each and every document provided by the undersigned attorney, as it is received or as soon as possible thereafter before telephoning the attorney with any questions that could be answered by a review of said documents. I agree to retain all copies of documents given by the attorney, and will take action indicated by said documents and to communicate with the attorney with questions in the time frame outlined in said document, or to call and request additional time to respond when needed. I agree to complete and deliver to the attorney all requests quickly and thoroughly as requested by the attorney or staff.  
( )initial

**VIII. Appointments/Phone Calls**

I, the undersigned client, understand that due to client appointments, trial preparation with clients and witnesses, exhibit preparation time, staff meetings, court appearances, depositions, and seminars, which are all required to be preformed during usual business hours, there are many times when the attorney cannot take or return my call promptly. However, I may at any time request to speak with the attorney's paralegal to answer any questions I may have about expenses, court dates, schedule appointments, or forward my inquiry to the attorney so that he may be able respond to me.  
( )initial

**VIII. Other Contacts**

I, the undersigned client, understand that the office of Baldwin Adams & Kamish, P.C. would only like to communicate the fundamentals of my case with myself. However I, the undersigned client, am giving the office of Baldwin Adams & Kamish, P.C. my permission to speak with the following person(s) about my case.

Name	Phone Number
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1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- (\_\_\_\_\_)initial

**X. Termination of Contract**

I, the undersigned client, understand that termination of this contract is reserved by the undersigned attorney for reasons such as: non-payment of fees, costs, or expenses when due, or retainer on demand; lack of communication or cooperation; and subsequent determination of non-merit or personal conflict preventing effective representation. I, the undersigned client, understand that I may cancel this agreement at any time, for any reason, without necessity of any reason, by notifying the attorney in writing to immediately terminate representation in my case and to preform no further legal services on my behalf. This notice must be in writing, dated and signed by myself, and must be faxed or hand delivered to the attorney, with proof of service, to become effective.

(\_\_\_\_\_)initial

I agree to the above terms and acknowledge that I have thoroughly reviewed the above and foregoing provisions and that I understand and accept the terms and conditions herein.

**DATE:** \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

**OTHER PARTY:** \_\_\_\_\_

[Describe in the place provided the terms and purpose for which the other party is being made a party to this contract.]

**ATTORNEY:** \_\_\_\_\_

**PAYMENT PLAN**

**LUMP SUM PAYMENT:**

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**INSTALLMENT PAYMENTS (generally):**

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1. \$ \_\_\_\_\_ by \_\_\_\_\_

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2. \$ \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_

3. \$ \_\_\_\_\_ by \_\_\_\_\_

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4. \$ \_\_\_\_\_ by \_\_\_\_\_

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5. \$ \_\_\_\_\_ by \_\_\_\_\_

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6. \$ \_\_\_\_\_ by \_\_\_\_\_

7. \$ \_\_\_\_\_ by

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8. \$ \_\_\_\_\_ by

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9. \$ \_\_\_\_\_ by

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10. \$ \_\_\_\_\_ by

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11. \$ \_\_\_\_\_ by

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12. \$ \_\_\_\_\_ by

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13. \$ \_\_\_\_\_ by

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14. \$ \_\_\_\_\_ by

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15. \$ \_\_\_\_\_ by

\_\_\_\_\_

**CLIENT:** \_\_\_\_\_