

**KINSEY LAW OFFICES**

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**Instructions:** Complete this Agreement and either scan and e-mail to [kinseye@ix.netcom.com](mailto:kinseye@ix.netcom.com) or fax to (562 596-0298). The Agreement is effective when signed by Attorneys and Client's payment has been received.

**AGREEMENT FOR ATTORNEY SERVICES**

(Marital Settlement Agreement – Flat Fee)

\_\_\_\_\_ [Client Name], hereinafter collectively referred to as "CLIENT," agrees jointly and severally to pay KINSEY LAW OFFICES, hereinafter referred to as "ATTORNEYS," the sum of Fifteen Hundred Dollars (\$1,500) for the services described below.

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Zip: \_\_\_\_\_

Phone: Home: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Bus: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Recitals**

**A.** Client is requesting consulting and document preparation services from Attorneys in connection with UP TO TWO (2) HOURS OF CONSULTATION PLUS PREPARATION OF THE FOLLOWING DOCUMENTS ONLY: 1) PRELIMINARY FINANCIAL DISCLOSURE, 2) WAIVER OF FINAL DECLARATION OF DISCLOSURE, AND, 3) MARITAL SETTLEMENT AGREEMENT.

**B.** Client desires to retain Attorney for consultation and to prepare the documents above-described documents **but not to appear in court in client's case as attorney for Client.**

**C.** Client desires to take responsibility for representation in his/her case and all necessary court appearances in connection therewith.

## Agreement

### **1. NONREFUNDABLE FLAT FEE FOR LIMITED SCOPE LEGAL SERVICES: (\$1,500)**

Immediately upon execution of this Agreement, Client shall pay to Attorneys the sum of Fifteen Hundred Dollars (\$1,500.00) for services described below. This sum is a FEE FOR UNDERTAKING THIS MATTER, CREATION OF A NEW FILE, AND IS **NOT REFUNDABLE**. Should Client choose not to use the services described below, he/she shall not be entitled to a refund of any part of the flat fee. Attorneys shall provide the following services only:

- a. Up to two (2) hours of consultation with Attorneys
- b. Preparation of the Preliminary Financial Disclosure mandated by the State of California.
- c. Preparation of first draft of a Marital Settlement Agreement.
- d. A maximum of two (2) revisions of the Marital Settlement Agreement.

### **2. OPTIONAL HOURLY FEE FOR ATTORNEY CONSULTATION TIME OVER TWO**

**HOURS: (\$300.00)** The flat fee described above includes preparation of the documents described herein plus two (2) hours of document review and attorney consultation time with Client regarding legal issues in Client's case. Without a specific written agreement, Attorneys have no obligation to provide any services other than those described herein and Client has no obligation to pay no more than the flat fee described in Paragraph 6 unless the parties sign a separate written agreement providing for additional services. However, should Client desire more than two (2) hours of consultation time, the parties will execute a separate written agreement providing for payment to Attorneys at a rate of Three Hundred Dollars (\$300.00) per hour.

**3. CLIENT TO REPRESENT HIMSELF/HERSELF IN COURT:** It is the intention of Attorneys and Client that Attorney shall only perform those services specifically requested of Attorneys. Client understands and agrees that Client will act as his/her attorney of record, will make all court appearances himself/herself, and that Attorneys will not act as Client's attorney of record and will make no Court appearances on behalf of Client.

**4. CREDIT CARD AUTHORIZATION (OPTIONAL):** At Client's option, payment of fees may be made by credit card. (Visa, MasterCard, American Express, Discover) By entering the information below, Client authorizes Attorneys to debit the credit card described below for all services rendered to Client.

Card (Visa, Amex, etc.): \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Holder's Name On Card: \_\_\_\_\_  
Expiration Date : \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Pin: \_\_\_\_\_

**5. ARBITRATION:** Any dispute between the parties as to attorney fees and/or costs charged under this Contract shall be resolved as follows: If a fees and/or costs dispute arises, Attorney will provide Client with written notice of Client's right to arbitrate under the California State Bar Act (Bus.&Prof.C. §6200 et seq.). Client and Attorney may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved by another form of binding arbitration. Any other dispute arising under this Contract or in connection with the provision of legal services by Attorney, including, without limitation, any claim for breach of contract, professional negligence or breach of fiduciary duty, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

**6. EFFECTIVE DATE:** This agreement will not take effect and Attorneys shall have no obligation to provide legal services until Client both 1) returns to Attorneys a signed copy of this agreement and, 2) makes the entire advance payment specified in Paragraph 1 herein.

**BY SIGNING THIS CONTRACT IN THE SPACE PROVIDED BELOW, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT TO ARBITRATE RESULTS IN WAIVER OF CLIENT'S RIGHT TO A COURT OR JURY TRIAL FOR ANY FEE DISPUTE OR MALPRACTICE CLAIM. THIS ALSO MEANS THAT CLIENT IS GIVING UP CLIENT'S RIGHT TO DISCOVERY AND APPEAL. IF CLIENT LATER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO DO SO, CLIENT MAY BE REQUIRED TO ARBITRATE PURSUANT TO THE PROVISIONS OF THE LAW. CLIENT ACKNOWLEDGES THAT BEFORE SIGNING THIS CONTRACT AND AGREEING TO**

**BINDING ARBITRATION CLIENT IS ENTITLED, AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY, TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.**

**EXECUTED** at Seal Beach, California.

**CLIENT(S):**

**ATTORNEYS:**

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

**Date:** \_\_\_\_\_  
KINSEY LAW OFFICES