

**LIMITED REPRESENTATION AGREEMENT**

(To Be Executed in Duplicate)

Date: \_\_\_\_\_, 20 \_\_\_\_\_

1. The client, \_\_\_\_\_, retains the attorney, John E. Geary, Esq., ME Bar No. 2868, to perform limited legal services in the following matter:  
\_\_\_\_\_ v. \_\_\_\_\_

2. The client seeks the following services from the attorney (indicate by writing "yes" or "no"):

- a. \_\_\_\_\_ Legal advice: office visits, telephone calls, fax, mail, e-mail;
- b. \_\_\_\_\_ Advice about availability of alternative means to resolving the dispute, including mediation and arbitration;
- c. \_\_\_\_\_ Evaluation of client self-diagnosis of the case and advising client about legal rights and responsibilities;
- d. \_\_\_\_\_ Guidance and procedural information for filing or serving documents;
- e. \_\_\_\_\_ Review pleadings and other documents prepared by client;
- f. \_\_\_\_\_ Suggest documents to be prepared;
- g. \_\_\_\_\_ Draft pleadings, motions, and other documents;
- h. \_\_\_\_\_ Factual investigation: contacting witnesses, public record searches, in-depth interview of client;
- i. \_\_\_\_\_ Assistance with computer support programs;
- j. \_\_\_\_\_ Legal research and analysis;
- k. \_\_\_\_\_ Evaluate settlement options;
- l. \_\_\_\_\_ Discovery: interrogatories, depositions, requests for document production;
- m. \_\_\_\_\_ Planning for negotiations;
- n. \_\_\_\_\_ Planning for court appearances;
- o. \_\_\_\_\_ Standby telephone assistance during negotiations or settlement conferences;
- p. \_\_\_\_\_ Referring client to expert witnesses, special masters, or other counsel;

- q. \_\_\_\_\_ Counseling client about an appeal;
- r. \_\_\_\_\_ Procedural assistance with an appeal and assisting with substantive legal argument in an appeal;
- s. \_\_\_\_\_ Provide preventive planning and/or schedule legal check-ups;
- t. \_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_

3. The client shall pay the attorney for those limited services as follows:

a. Hourly Fee: The current hourly fee charged by the attorney or the attorney's law firm for services under this agreement are as follows:

- i. Attorney: \$ \_\_\_\_\_
- ii. Associate: \$ \_\_\_\_\_
- iii. Paralegal: \$ \_\_\_\_\_
- iv. Law Clerk: \$ \_\_\_\_\_

Unless a different fee arrangement is established in clause b. of this paragraph, the hourly fee shall be payable at the time of the service. Time will be charged in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour.

b. Payment from Deposit: For a continuing consulting role, client will pay to attorney a deposit of \$ \_\_\_\_\_, to be received by attorney on or before \_\_\_\_\_, and to be applied against attorney fees and costs incurred by client.

This amount will be deposited by attorney in attorney IOLTA trust account. Client authorizes attorney to withdraw funds from the trust account to pay attorney fees and costs as such fees and costs are incurred by client. **The client acknowledges that client will not earn interest on client's funds so deposited.**

The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by client for attorney fees and costs is less than the amount of the deposit, the difference will be refunded to client. Any balance due shall be paid within thirty days of the termination of services.

c. Costs: Client shall pay attorney out-of-pocket costs incurred in connection with this agreement, including long distance telephone and fax costs, photocopy expense and postage. **All costs payable to third parties in connection with client case, including**

**filing fees, investigation fees, deposition fees, and the like shall be paid directly by client. Attorney shall not advance costs to third parties on client behalf.**

4. The client understands that the attorney will exercise his or her best judgment while performing the limited legal services set out above, but also recognizes:
  - a. the attorney is not promising any particular outcome;
  - b. the attorney has not made any independent investigation of the facts and is relying entirely on the client's limited disclosure of the facts given the duration of the limited services provided, and
  - c. the attorney has no further obligation to the client after completing the above described limited legal services unless and until both attorney and client enter into another written representation agreement.
5. If any dispute between client and attorney arises under this agreement concerning the payment of fees, the client and attorney shall submit the dispute for fee arbitration in accordance with Rule 9(e)-(k) of the Maine Bar Rules. This arbitration shall be binding upon both parties to this agreement.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.