

**HOURLY FEE AGREEMENT –
AUTHORIZATION TO CHARGE CREDIT CARD
(Sample – Modify)**

THIS FEE AGREEMENT (“Agreement”) is made this _____ day of _____, _____ between [Name of Client], referred to as “Client,” and [Name of Attorney], referred to as “Attorney”:

1. Client agrees to employ Attorney for representation in a legal matter in connection with [type of matter].
2. Attorney consents to accept such employment and agrees [set forth appropriate details]. This representation does not include or extend to any other representation unless specifically described above.
3. Client agrees to cooperate fully with Attorney and others working on Client’s case by keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Attorney informed of any change of address or telephone number within five (5) days of the change.
4. The fee for legal services on behalf of Client shall be Client’s sole responsibility and shall be billed at the rate of \$[dollar amount] per hour for [Attorney], at \$[dollar amount] for [paralegal], and at \$[dollar amount] for [secretary]. Lawyer reserves the right to increase the hourly rates set forth above from time to time.
5. Client agrees to pay all costs incurred by Attorney, including but not limited to filing fees, service fees, court reporter fees for depositions, witness fees, photocopying services, long-distance telephone calls, faxes, postage, plus any expenses and costs incurred on Client’s behalf. Lawyer will not incur costs of more than \$[dollar amount] without first notifying Client. Supporting invoices for costs over \$100 per billing cycle will be provided.
6. Attorney will provide Client with a detailed statement of fees, costs, and expenses on the _____ day of each month. Client will have _____ days from the statement date to review the bill and contact Attorney with any questions.

Option 1: Thereafter Attorney is authorized under the attached Credit Card Payment Authorization to charge Client’s credit card for the full amount due. If Attorney cannot process Client’s payment by credit card, Attorney will notify Client immediately. Client will then arrange an alternate form of payment in full within _____ days.

Option 2: Client is responsible for paying [his/her] bill in full within _____ days of the statement date. If payment is not received timely, Attorney is authorized under the attached Credit Card Payment Authorization to charge Client’s credit card for the full amount due. If attorney cannot process Client’s payment by credit card, Attorney will notify Client immediately. Client will then be required to pay the full balance of [his/her] bill in [specify payment method, such as “cash” “wire transfer,” or “check”] within _____ days.
7. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client’s last known mailing address. Failure to pay Attorney’s fees, costs, and expenses timely may cause Attorney to exercise this right.
8. Attorney may appoint another attorney to assist with the closure of Attorney’s law office in the event of Attorney’s death, disability, impairment, or incapacity. In such event, Client agrees that the assisting attorney can review Client’s file to protect Client’s rights and can assist with the closure of Attorney’s law office.

9. Attorney will send Client information and correspondence throughout the case. These copies will be Client's file copies. Attorney will also keep the information in a file in Attorney's office. The file in Attorney's office will be Attorney's file. We will return any original documents you provide unless we are required to file it in court.
10. It is **[It is not]** my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.
11. Client acknowledges reading a copy of this Agreement and consents to its terms.

[Attorney]

[Date]

[Client]

[Date]

[NOTE: This is a sample form only. Use of this agreement will help to establish clear expectations and avoid misunderstandings between you and your client. It will not, however, provide absolute protection against a malpractice action. Use the attached Credit Card Payment Authorization in conjunction with this agreement.]

CREDIT CARD PAYMENT AUTHORIZATION FORM

Instructions:

Complete and sign this authorization and return to [*Name of person to receive form*]

Client Name:		
Matter:		
Attorney:		
Check One:	<input type="checkbox"/>	Visa
	<input type="checkbox"/>	MasterCard
Credit Card #:		
Exp. Date on Credit Card (mm/yr):		
Name as it appears on card:		
Company name on card (if applicable):		
Credit card billing address:		
City:	State:	Zip:
Telephone:	Fax:	E-mail:
<p>This authorization is given subject to the terms of the attached Fee Agreement which are incorporated by reference herein.</p> <p>By signing this authorization, I acknowledge that I have read and agree to all of the above information and warrant all information given is true.</p>		
Signature of Card Holder:		
Printed Name of Card Holder:		
Date:		

Note: Be sure you comply with [PCI](#) (Payment Card Industry) [e-commerce guidelines](#): “You must follow the terms of your merchant agreement. Most merchant agreements require you to have original signed standing authorizations from credit card holders. This bit of signed paper will help you if the customer challenges your charges. It is best practice to encrypt credit card numbers. This is a mandatory requirement in the PCI guidelines. Limit the term of the recurring payment to no more than one year, particularly if you have ‘Card holder not present’ (CNP) transactions. Expunge the credit card details as soon as the agreement is finished. The problem with encryption is that you must be able to decrypt the data later on in the business process. When choosing a method to store cards in an encrypted form, remember there is no reason why the front-end web server needs to be able to decrypt them. Database-layer column or table level encryption is considered the best practice.”

IMPORTANT NOTICES

This material is provided for informational purposes only and does not establish, report, or create the standard of care for attorneys in Oregon, nor does it represent a complete analysis of the topics presented. Readers should conduct their own appropriate legal research. The information presented does not represent legal advice. This information may not be republished, sold, or used in any other form without the written consent of the Oregon State Bar Professional Liability Fund except that permission is granted for Oregon lawyers to use and modify these materials for use in their own practices. © 2017 OSB Professional Liability Fund.