

Works of the Mind

FROM CONCEPT TO COMMERCE

www.worksofthemind.com

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TERMS OF REPRESENTATION

Communication

Open communication is essential to the success of our professional relationship. I will keep you informed periodically as to the progress of the matters for which, from time to time, we are providing your legal representation. I will of course also seek your views as to how you would like to proceed on these matters. In turn, you, the Client, agree to communicate with me often to ensure that your needs are met. And, of course, if you have any questions about the services we have performed or about any fees or disbursements, you agree to contact me immediately.

Although the Law Offices of Susan Rayne will represent you within the bounds of ethics and the law, we cannot promise the successful conclusion of any legal matter or the favorable outcome of any legal action. Any expressions on my part concerning these conclusions or outcomes are expressions of my best professional judgment – not guarantees.

Hourly Rates and Other Charges

My hourly rate is Three Hundred Dollars (\$300.00). Out-of-pocket disbursements made on your behalf are billed at our cost. At your request, I will provide you with invoices or other evidence of disbursements made on your behalf.

Fees and Disbursements

In our experience matters fall into three categories: routine matters, reasonably predictable matters, and uncertain matters.

Routine matters are those in which no party is involved other than the client and include matters such as incorporations or the development of standard form agreements. For those matters that in my judgment are largely routine, at your request I will provide a fixed fee assurance.

Reasonably predictable matters are those in which another party is involved but the expected course of dealing is reasonably well established. An example of a reasonably predictable matter is the negotiation of the sale of a client's product or service pursuant to the client's standard form agreement. For those matters that I deem to be reasonably predictable, the fees for representation are based on my hourly rate. However, for such matters, at your request I will estimate the amount of fees and disbursements likely to be incurred. You understand that an estimate is not an assurance of a maximum amount, nor is it a fixed fee assurance.

Uncertain matters are those where one or more other parties and their attorneys are involved, the course of dealing is adversarial, unpredictable, or variable, and/or the business and legal issues presented are complex, poorly defined, ambiguous, and/or novel. The best example of an uncertain matter is a dispute between a client and one or more parties. Because of the many possible courses they can take, these types of matters do not lend themselves to fixed fee assurances and, even where estimates of fees and disbursements are possible, these estimates can take the form of a wide range of dollar amounts. For these matters, the fees for representation are also based on my hourly rate; in addition, we may also require, and in such event you agree to pay, a retainer in a mutually agreed amount prior to our performing any services on your behalf.

Where fees are based on hourly rates, we will keep accurate records of the time devoted to the matters in question, including time spent in meetings and telephone conferences with you, legal research and analysis, document preparation and revision, preparation of correspondence (traditional and email), and other activities relevant to your representation. We record our time in 15-minute units.

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As for disbursements, we will not charge you for telephone charges, faxes, first class postage, or copies made or sent from this office, or for secretarial services or overhead. We will charge for filing fees and out-of-pocket costs incurred on your behalf.

We will also charge for expenses incurred in engaging outside service providers (such as CT Corporation, in the case of corporate filings and activities both within and outside of Massachusetts), including special legal counsel where you have consented to their representation. In most cases you will be required to pay those costs and expenses directly to the agency or service provider; in other cases we will require that you advance those costs and expenses to us prior to our incurring them on your behalf.

Retainers

We deposit retainers in our client trust account and apply them monthly, first to accrued disbursements, and then to accrued fees. We will show the original retainer amount, its application, and the retainer balance (if any) on your monthly statements until the retainer has been exhausted. We will refund any retainer balance remaining after the termination of our representation and the payment of all fees and disbursements. In some circumstances we will require that retainers be replenished to the original amount as they are depleted following application of the retainers to disbursements and fees.

Billing Practices

We will bill you monthly for services rendered and disbursements incurred, or at the conclusion of the engagement if its duration is less than one month. Each statement will set forth our legal fees and the disbursements incurred during the billing period. Reductions in any retainer amounts will be reflected on the statement and, if the retainer is exhausted (or in some cases depleted), will show a balance due. Payment of all amounts shown on the statement is due on receipt of the statement. Statements are sent via email or, at your request, via United States mail.

Termination of Representation

Occasionally, because of ethical considerations, attorneys are required to withdraw from the representation of clients. While we do not anticipate having to withdraw from your representation, you should be aware that there is always a possibility that a conflict of interest might develop which would force us to cease representing you. Rest assured that we would only do so upon reasonable notice and, in those cases where it is required, upon court or agency approval. If any account remains unpaid, we are also, upon reasonable notice and, in those cases where it is required, upon court or agency approval, entitled to discontinue your representation.

You have the right to terminate our representation at any time, subject only to court or agency approval in those cases where approval is required. The termination of our representation will not affect your obligation to pay for fees and disbursements incurred prior to termination. We will retain your legal files for a period of three (3) years after the conclusion of our representation, after which we will destroy them unless you have notified us prior thereto that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering those files.