

**BEAMAN & BENNINGTON, PLLC
AGREEMENT FOR REPRESENTATION AND
POLICY ON LEGAL FEES
UNCONTESTED DIVORCE CASE**

THE FOLLOWING IS AN EXPLANATION OF THE FEE POLICY OF BEAMAN & BENNINGTON, PLLC, AND AN AGREEMENT REGARDING THE PAYMENT OF FEES. PLEASE READ THIS INFORMATION CAREFULLY BEFORE SIGNING THE AGREEMENT.

SERVICES: We will undertake to provide all necessary legal services in connection with your uncontested divorce at the trial-court level. Our services will end after completion of the case at the trial-court level and does not extend to an appeal of your case. Any services on an appeal would be by separate agreement.

FEES: As compensation for legal services, you have agreed to pay the law firm a non-refundable fee in the amount of \$400.00 prior to the performance of any services. The purpose of this payment is to cover all legal services relating to your uncontested divorce. We will not set a court date for the divorce until the fees and court costs are paid. **(This can be paid by credit card, debit card or bank certified check).**

COSTS AND EXPENSES: In addition to the attorney's fees provided for above, it will be your responsibility to pay the court costs of \$248.00; \$10.00 for resuming your maiden name; \$30.00 for service for an individual by sheriff or \$13.00 certified mail. This money is paid to our office at the time you pay for our services **(by charge or bank certified check)** as we must pay the Clerk at filing. If we are unable to serve your spouse by sheriff or certified mail, we will have to serve the papers by publication in a newspaper and you will be responsible for payment of those costs. In the event we have collected service expenses and your spouse decides to accept service by coming in to sign, the certified mail fee will be applied to our time for meeting with you and your spouse. At the end of the case, you will be provided with 1 original certified copy of the judgment. If you need more than 1 original certified copy there will be additional costs. In the event the Firm has a nominal amount of money left in trust (\$30 or less), this money shall be paid over to the Firm as earned attorney fees.

RIGHT TO WITHDRAW: Beaman & Bennington, PLLC reserves the right to withdraw from representation in this matter if the payments required by this Agreement are not made as agreed.

PROCEDURE: After you have signed your divorce papers, we will file the papers and serve them on the other party. We have discussed the methods of service and have agreed on how service will be made. You will let us know promptly if you have any questions about that. After we have obtained service on the other party, we will schedule your divorce for the first available and convenient date. Unless we agree otherwise, we will obtain your divorce by using the Summary Judgment procedure that we discussed, and you will not be required to appear in Court. Barring any dispute by the other party, the divorce should be complete and entered within approximately 45 to 60 days after service on the other party. After it is complete, we will send you a copy of the divorce order signed by the Judge and stamped with the date and time of its entry.

LIMITED REPRESENTATION: Our employment to represent you is limited only to obtaining an uncontested divorce based upon one (1) year of separation. Our representation does not extend to any child custody, child support, alimony, or property division claims. If your spouse contests your divorce, additional fees may be required, which we will discuss with you before court. You understand that upon entry of the order for divorce, any claims for equitable distribution (division of marital property) will be barred on your part unless you have filed those claims before the divorce and those claims are preserved in the divorce order. We may agree to represent you on other family law issues, but any such agreements will be entered into separately between you and our Firm.

I have read the law firm's policy on payment of legal fees and agree to the terms and conditions contained herein. I hereby retain and employ the law firm of Beaman & Bennington, PLLC to represent me regarding this matter.

Date

_____, Client