

CLIENT INTAKE

NAME: _____
Last First Middle Initial

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____
Home Cell Work

E-MAIL: _____

GENERAL PURPOSE OF OFFICE VISIT: _____

REFERRED BY: _____

"A Lawyer's time and advice are his stock in trade."

—Abraham Lincoln

Abraham Lincoln's observation is equally true today. We give you our time and utilize our knowledge and skills, acquired both in school and during our years of general practice as a law firm, to help you solve your problems.

Hourly Rates: This law firm charges fees at the rate of **\$300.00 per hour** for services rendered in court or out-of-court; and \$180.00 per hour for legal support staff. Generally, the work for which hourly rates are charged include: (1) initial and subsequent office conferences; (2) telephone calls; (3) reviewing and drafting of correspondence; (4) legal research; (5) reviewing and drafting of pleadings, declarations, affidavits, contracts, wills, and other documents; (6) consultations with experts, attorneys, and other persons regarding your case; (7) administrative handling of case file correspondence, pleadings, service of process, filing, recording, and the like; (8) fact gathering efforts; and (9) your general representation on an ongoing basis during period of representation, including responding to incoming telephone calls and correspondence.

The total fees charged may also vary depending upon the result achieved, the complexity of the matter, the expertise in a given area of law, or other factors relating to a specific case. Many standard documents such as Powers of Attorney, Quitclaim Deeds, etc. are flat fee billed at 1/2 hour to 1 hour and other standard pleadings used in probates and civil litigation have flat fee or minimum charges.

Litigation or Contested Matters: **This law firm is not taking on any new litigation cases.** If your matter is or becomes contested, and requires mediation amongst heirs or contested hearings or a trial, we will withdraw from further representation. We will make an attempt to refer you to contested litigation counsel, but ultimately you will be responsible to secure new counsel.

In most instances an "advance fee deposit" will be required. An advance deposit is really just a form of down payment on fees and costs. That is, the firm may require a client to make a down payment against future services to be rendered or for costs incurred. The payment is deposited in a trust account, and initially takes the form of a credit balance in your account against the firm's future services and costs expended. Unless a fixed fee, rather than a mere estimate, is quoted to you initially, an advance fee deposit usually does not represent your entire legal expense. Periodic and final billings will represent all time expended and costs incurred.

Costs: Costs are distinguished from attorney's fees in that they represent out-of-pocket expenses necessary to assure your proper representation. Costs become an additional item of expense which you, the client, will ultimately have to bear.

Unless otherwise agreed between the attorney and the client, this firm makes it a policy **not** to advance any costs. That is, the client is expected to advance these costs and will be billed for additional cost items as they are incurred. Prompt payment will be expected.

Billing: Unless otherwise agreed, all work is performed at the hourly rate or flat fee rate per document and the firm will submit monthly statements to the client, representing services performed during that period, as well as cost items incurred to date. **Payment of these monthly statements is required upon receipt of the statement.** A finance charge will be imposed on any portion of the previous month's balance which is not paid by the 25th day of the next month. The finance charge is a "period rate" of 1 percent per month or an annual percentage rate of 12 percent per annum, with a minimum finance charge of \$1.00. In the event collection is necessary, client(s) agree(s) to pay all costs of collection, including attorney's fees and costs, and that venue for any such action shall be in Stevens County, Washington.

Forms of Payment: Your legal fees are due and payable upon receipt of the billing statement and may be satisfied with any of the following payment options:

a) By cash or check at the office of the firm, at which time a written receipts will be generated for you; b) By the use of a credit or debit card in person or by a telephonic authorization; c) By the application of funds held in the firm's trust account as an advance fee deposit for the payment of fees, which the firm shall be entitled to transfer upon generating a Statement sent to you.

Billing Errors: There are certain protections for the consumer pursuant to the Fair Credit Billing Act, codified as 15 U.S.C. §1601 et. seq. Pursuant to 15 U.S.C. §1666(a) the consumer must submit a written notice of belief of error within sixty (60) days from the date of the statement on account. Notice must be written on a document other than a payment stub. Sufficient information about the consumer must be provided to allow Creditor to identify the consumer name and account number. The consumer must state their belief that the statement contains an error and the amount of the error, and set forth the reasons for their belief that the statement contains an error. After receipt of such a written notice, Creditor will send written acknowledgment correcting the statement or explaining why the Creditor believes the account is correct within thirty (30) days.

E-mail: If an e-mail address is provided above, client(s) consent to communication by e-mail.

File Destruction: Montgomery Law Firm, not the client, owns the file as well as all documents generated or accumulated in the representation. Clients are entitled to copies of all documents generated during the course of representation. Clients will be responsible for all costs of making, delivering and copying of file documents. It is Montgomery Law Firm's policy at the end of representation to close out the file and forward all original documents to the clients. However, that does not apply to estate planning if the clients request that Montgomery Law Firm hold the originals for safekeeping. Estate planning original documents are not kept in the file, but in other secure storage locations. It is the firm's policy to not keep client files any longer than eight (8) years. After eight (8) years the firm will destroy your file. As each file is closed or becomes inactive it will be verified that there are no original documents in the file and any original documents will be sent to the client(s).

I/We acknowledge that I/we have read and agree to the foregoing fee structure and that the information I/we have provided herein is accurate.

DATED: _____

Client Signature
DOB: _____ SSN: _____

Client Signature
DOB: _____ SSN: _____