

Unfortunately for us both, a Retainer Agreement is required by the California Bar Association as a formality for any and all legal services in excess of \$500.

But there's good news (yes, there is good news even though you're about to pay a lawyer): this Retainer Agreement is now easier than ever to complete, so even though you may have to get ANOTHER lawyer just to read this, hopefully we've made it easy for you. Feel free at any time to call or email should you not understand anything in this agreement.

Fill in ALL the **BLUE AREAS** below: there are about 22 of them. Then print these pages from your browser (or from you email, if that is how you are receiving this copy), sign it, fax a copy to me at: 310.777-0200; then mail the original copy to me (with a check or money order of course). It's just that easy and that much fun!

Please make sure you read this Retainer Agreement in its entirety before signing; many of your important rights are contained within it.



**PERSONAL & CONFIDENTIAL**  
**ATTORNEY-CLIENT COMMUNICATION**  
**DO NOT DISCLOSE TO THIRD PARTIES**

## **LEGAL SERVICES AGREEMENT - Hourly**

**MY NAME IS:** \_\_\_\_\_ (“You”, “Your” or “Client”)

**MY ADDRESS IS:** \_\_\_\_\_ (# and Street)

\_\_\_\_\_ (Apt/Suite)

\_\_\_\_\_ (City/ST/Zip)

\_\_\_\_\_ (Country)

**MY LAND PHONE NUMBER IS:** \_\_\_\_\_

**MY CELL PHONE IS:** \_\_\_\_\_

**MY FAX NUMBER IS:** \_\_\_\_\_

MY EMAIL ADDRESS IS: \_\_\_\_\_

MY WEBSITE IS: \_\_\_\_\_

MY FIRST BORN'S NAME IS: \_\_\_\_\_

I HATE FILLING OUT FORMS: \_\_\_\_\_(Yes) \_\_\_\_\_(No)

(if no, please explain this personality trait in 15 words or less)

\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_ (WHAT'S YOUR NAME AGAIN?)

I wish to thank you for retaining this firm to represent you.

1. Engagement:

This Agreement dated \_\_\_\_\_ (TODAY'S DATE AND YEAR), will confirm our mutual understanding with respect to the terms of this firm's representation of You and is made between the client(s) whose name(s) appear below (collectively called "Client") and The Law Offices of Scott E. Schwimer, Esq., (called "Attorney", "me" "I" or "we"). This Agreement is prepared in accordance with California Business and Professions Code Section 6148.

You have retained my firm for the purpose of rendering general transactional legal services. Our services will not include litigation of any kind, whether in court, or in administrative hearings or before any government agencies or arbitration tribunals. At Your request, and if You and I agree on the financial arrangements, my services may also include such additional matters as fall within the fields of emphasis of my practice, the entertainment industry.

I agree to provide conscientious, competent and diligent services and at all times will seek to achieve the purpose for which I have been retained. I agree to be responsible to communicate with, and respond to You in a timely fashion. However, because of the uncertainties in the entertainment industry, I cannot and do not warrant, predict or guarantee results or that a particular agreement or terms of an agreement, or financial arrangements will be obtained which are satisfying to You and nothing in my statements to You will be construed as a promise or guarantee about the outcome of Your matters; my comments are expressions of opinion only.

2. Authorization:

You hereby authorize, empower, and appoint me as Your attorney-in-fact for

Yourself(ves) and Your company to collect and receive all monies due You and/or Your company relating to this Agreement (whether in Your name, or in my firm's name on Your behalf), to negotiate and endorse Your or Your company's name on and deposit into my client trust account all checks and other monies payable, to deduct my compensation in full as set forth herein, if applicable, together with any costs advanced by me, and to send the remainder to You.

### 3. Fees:

It is impossible to determine in advance the amount of fees or costs needed to complete this matter. Our fees are not set by law, but are subject to negotiation between You and me. Accordingly, You have agreed to pay me the sum of Five Percent (5%) of all monies or consideration of any kind collected by either me, You or one of your authorized representatives (such as Your Agent, Business Manager, Accountant, etc.) or You in connection with any services I perform; or in connection with any job/position I connect You with for the life of said job, employment, contract, promotions, title-changes, renewals, re-ups, or other positions obtained with the same company or subsidiary of such company, or continued new projects derived from said initial contract(s) or introductions; contracts, extensions, options, purchases of intellectual properties, remakes, sequels, spinoffs, etc. This includes all revenues from all sources, including but not limited to salaries, bonuses, stocks (or options), etc. Upon receipt of a fully executed copy of this Agreement, we will commence representation of You.

You will NOT be billed for photocopying, long distance telephone call charges within the United States, word processing, telecopying, mileage (within a fifty mile radius of Los Angeles), faxing, or secretarial charges. Check with other law firms and see if this is their policy; we think You'll be happy with a simple percentage fee with no "hidden" charges.

All clients are required to pay outstanding bills in their total amount within ten (10) days of their presentment; if there is a retainer account still applicable, all fees will be immediately deducted from that account at the time the invoice is mailed to you. Bills will be mailed at the start of each month. Any payments on outstanding bills not received by us after thirty (30) days from the date of the invoice will carry an automatic 6% per annum interest charge, and you agree to pay any such accumulating late charges. If there are no new charges, You will not receive continuing invoices for that time period.

Should You require any travel beyond a fifty-mile radius of Los Angeles, all such travel costs will be advanced by You, subject to Your sole approval. You agree to fly me First class, or if not available, then Business Class, and all first class hotel, ground transportation and food arrangements will be paid exclusively by You, should such travel be necessary and approved in advance by You before the commencement of such

travel.

Your initial call to this firm prior to engagement will NOT be reflected on your bill.

You will NOT be billed for any social calls, fun calls, or calls where I amuse You with my witty jokes and sparkling personality.

#### 4. Retainer:

We have agreed not to request a retainer from you at this time. However, if it appears that the extent of activity exceeds the expectations upon which this decision was based, we may need to request a retainer and will—of course—discuss this with you prior to doing so.

A retainer is an advance payment for fees and disbursements. We have requested that You pay the firm an initial retainer as described above in connection with the services we will perform on Your behalf. That sum will be deposited in our Attorney-Client trust account as required by the BAR, to be applied to fees and costs as they are incurred; accordingly, You hereby authorize us to transfer such funds to our regular account to the extent of fees earned or costs incurred on your behalf. Any interest earned on this account will go to the State of California, as prescribed by the BAR. You may also be required by us to replenish or add to the amount in the trust account as deemed necessary by this firm to cover ongoing legal services. At the conclusion of our representation of You (including Your decision to terminate this agreement at any time your heart desires), any sums remaining in the firm's trust account for Your behalf after a final accounting and payment of all sums owed will be immediately returned to you forthwith. Please note that the retainer amount requested by this Firm should NOT be viewed as a quote or a limitation on fees since the amount of legal work is subject to many factors outside of our control, and upon your direction.

#### 5. Insurance:

Pursuant to the requirements of Section 6148 of the California Business and Professions Code, I hereby notify You that I do presently maintain Lawyers Liability Errors and Omissions Insurance coverage from a third party insurer or insurance underwriter.

#### 6. Termination of Representation:

You are free to terminate Your relationship with the firm at any time You desire upon immediate written notice, and the firm reserves the unqualified right to withdraw as Your counsel and terminate representation at any time upon written notice. Should the firm decide to terminate the relationship, we agree to provide any new attorney with complete copies of files and adequate transitional assistance. You understand that nonpayment of Your bills in full, uncooperative behavior on Your part, or morally or ethically questionable requests, will be adequate reason for this firm to terminate our

services without any further responsibilities to You. You understand that termination hereof by either party does not eliminate your obligation to pay the percentage due to this firm as described herein.

**7. Conflict of Interest:**

As You know, attorneys are governed by rules of ethical conduct, which under certain circumstances forbid their representation of clients with conflicting interests. We cannot, and will not, without appropriate written consents, represent a new client if we determine there is a conflict of interest with any of our other existing client matters.

In order to avoid conflicts of interest, we ask that when You return the signed copy of this letter, You advise us of the names of any individuals or entities which may be involved in Your representation. In addition, please inform us at once if You learn in the future of other persons or entities that may be involved so that we may make a conflict of interest search with respect to them. In connection therewith, please use the following blue lines to list other individuals or entities involved in Your representation:

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Should you be enlisting my services with a business partner(s), I have advised You that, whenever an attorney represents more than one individual for the same legal issues, there exists a potential for a conflict of interest to arise in connection with such representation. You hereby acknowledge that You have been made aware of such potential conflict of interest by me, that I have made You aware of the right of each individual to retain his/her own attorney, and that You have chosen to waive such right and desire this office to represent each of You. Your partner(s) or associate(s) in these matters is/are:

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**8. Arbitration:**

We appreciate the opportunity to serve as Your attorney(s) and look forward to a harmonious relationship unmarred by disputes between us. In the event You become dissatisfied for any reason with the fees charged or the services we have performed, we encourage You to bring that to our attention immediately. It is our belief that most problems can be resolved by good faith discussion between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussion

between us. We believe that such disputes can be resolved more quickly and with less expense to all concerned by binding arbitration than by court action.

Arbitration is a process by which both parties to a dispute agree to submit the matter to a judge or arbitrator who has expertise in the area and to abide by the arbitrator's final and binding decision. In arbitration, there is NO right to a trial by jury and the arbitrator's legal and factual determinations are not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a trial before a court or jury. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and costs incurred by both sides are usually substantially less. The atmosphere is also less scary, often times conducted in an office setting.

Your agreeing to arbitrate disputes is not a condition of our agreeing to represent You, and if You do not wish to arbitrate--should there be a problem--You should advise us before signing this letter so that we can delete this section of the letter. Because by agreeing to arbitrate You will be giving up the right to a jury trial and other rights, we encourage You to discuss the advisability of arbitration with other independent legal counsel and any of Your other advisors and to ask any questions of us or them that You may have.

Notwithstanding this overall agreement to arbitrate, you understand and waive to the fullest legal extent any applicability of the holding in *Alternative Systems v. Carey*, 67 Cal. App. 4<sup>th</sup> 1034 (1998), to the effect that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If the holding in *Alternative systems* is applied to any fee dispute under this agreement, you and we agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

BY SIGNING THIS LETTER AGREEMENT AT THE END OF THIS DOCUMENT, YOU AGREE THAT IN THE EVENT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR RELATIONSHIP, OR THE SERVICES PERFORMED (INCLUDING BUT NOT LIMITED TO DISPUTES REGARDING ATTORNEYS' FEES OR COSTS AND THOSE ALLEGING NEGLIGENCE, BREACH OF FIDUCIARY DUTY, FRAUD, OR ANY CLAIM BASED UPON A STATUTE), SUCH DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, BEFORE A RETIRED JUDGE OR JUSTICE. IF WE ARE UNABLE TO AGREE ON A RETIRED JUDGE OR JUSTICE WITHIN THIRTY (30) DAYS OF NOTICE OF INTENT TO ARBITRATE, EACH PARTY WILL NAME ONE RETIRED JUDGE OR JUSTICE AND THE TWO NAMED PERSONS WILL SELECT A RETIRED JUDGE OR JUSTICE WHO WILL ACT AS THE SOLE ARBITRATOR; IF ONE SIDE IGNORES THE ABOVE TIME PERIOD WITHIN WHICH TO CHOOSE AN ARBITRATOR, THEN THE SOLE CHOICE OF ARBITRATOR SHALL BE AWARDED. YOU ARE ALSO AGREEING TO PROPER JURISDICTION IN LOS ANGELES, CALIFORNIA, REGARDLESS OF WHERE YOU RESIDE OR WORK, OR WHERE YOU HAVE SIGNED THIS AGREEMENT.

The parties shall be entitled to take discovery in accordance with the provisions of the

California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

In the event legal action/arbitration is needed to collect fees and costs incurred but not paid, the prevailing party in such an action shall be entitled to receive ALL the legal fees and costs incurred in and for that proceeding in addition to any other relief ordered by the arbitrator or court. Any judgment as a result of said arbitration may be filed in any court with due weight and finality as if it had been tried and awarded by such court.

9. Severability: If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

10. Confirmation of Agreement:

By signing below, You acknowledge that You have carefully read this Agreement in totality, that You understand that I/we cannot advise You concerning it, and that You have the right to and should consult outside counsel concerning this Agreement; accordingly, You have either consulted with such outside counsel or, should You in Your sole decision decide not to have consulted such outside counsel, ARE SATISFIED THAT YOU FULLY UNDERSTAND AND AGREE TO THIS AGREEMENT. After fully reviewing this agreement, if the foregoing correctly reflects our mutual understanding and are an accurate reflection of this attorney-client relationship, please so indicate by printing out a copy of this agreement, completing all the areas marked in blue, and signing the enclosed copy of this letter; returning the original copy to us along with a check for the agreed-upon retainer to: The Law Offices of Scott E. Schwimer, 8621 Wilshire Blvd., Suite 1000, Beverly Hills, California, USA. Please be sure to retain a copy of this Agreement for Your files.

**CONGRATULATIONS!** You made through to the end of this Agreement; and, you are about to take a step into a relationship that will further your dreams and aspirations. I am very pleased to represent You and thank You again for Your confidence in us. I am looking forward to working with You, and to many wonderful times together.

Very truly yours,

THE LAW OFFICES OF SCOTT E. SCHWIMER, A Professional Corporation

SCOTT E. SCHWIMER, P.C.

SES:me

The undersigned understands and agrees to the terms of this engagement set forth in this letter and is duly authorized to execute this engagement.

## AGREED TO AND ACCEPTED BY:

this \_\_\_\_\_ day of \_\_\_\_\_(year)

Sign here: \_\_\_\_\_

By: \_\_\_\_\_ (print your name)

By: \_\_\_\_\_ (if two folks, print 2<sup>nd</sup> name)

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