



**RETAINER AGREEMENT FOR LEGAL SERVICES  
 (BUSINESS ENTITY / BUSINESS LAW)**

THIS IS AN AGREEMENT between \_\_\_\_\_  
 hereafter referred to as "Client(s)" and the **LAW OFFICES OF DANIEL H. ALEXANDER, PLC**, hereafter referred to  
 as "Attorney." Client(s) hereby employ Attorney to represent Client(s) with respect to the following (check boxes):

- Initial set up and filing (if applicable) of business entity as follows: \_\_\_\_\_
- Consult and drafting of a Buy and Sell Agreement
- Attorney annually acting as Agent for Service of Process for the business entity (this is an ongoing service)
- Annual business entity meeting and minutes and annual filing with Secretary of State (this is an ongoing service)
- Other: \_\_\_\_\_

**Compensation**

As Client(s), you agree to pay to the Attorney for attorney's fees for the legal services provided under this Agreement at the respective flat fee or hourly rates of the attorney providing the services.

**BUSINESS ENTITY FORMATION:** The flat fee for formation or re-formation per business entity is \$2,500.00. (this includes 1. Articles of Incorporation / Organization, 2. Bylaws / Operating Agreement, 3. Minutes of Organization, 4. Stock or Member Certificates, 5. Bank Resolution, 6. Obtaining Tax ID / EIN, 7. S-Corporation Election if requested, 8. Appointment of Board Members by Incorporator and 9) Other necessary Resolutions and Assignments)

**BUY AND SELL AGREEMENT:** The flat fee for a Buy and Sell Agreement per business entity is \$1,500.00 if requested. (reduced from \$2,500.00 if done in at the same time as the business entity formation)

**AGENT FOR SERVICE OF PROCESS:** The annual flat fee for the attorney to be the Agent for Service of Process is \$350.00 plus the annual Secretary of State fee for filing a Statement of Information of approximately \$25.00. (this is an annual fee as it is an ongoing service. This provides an extra layer of protection to the owners)

All services rendered beyond the above flat fee matters are charged at attorney's hourly rate of \$350.00 an hour and is subject to change.

**Retainer/Minimum Earned Fee**

You agree to pay an initial non-refundable retainer in the amount of \$500.00, which shall be applied to the payment of fees and costs.

**Billing Practices**

Attorney is charging a flat fee for the above checked services. The flat fee is due either at the time of signing the business formation documents by Client(s) or with in ten days of receiving an invoice for the flat fee, which ever comes first. All services beyond the formation will be charged in increments of 1/4th of an hour. Attorney will charge for all activities undertaken in providing legal services to client under this Agreement including phone calls and emails.

## **Costs and Necessary Disbursements**

Costs, necessary disbursements, and reasonable expenses incurred by Attorney in advancing the Client(s) cause are to be borne by the Client(s), and paid by the Client(s) within ten days of billing. Such costs shall include, but shall not be limited to, the following: Initial filing fees with the State of California and fees paid a third party company to prepare, deliver and/or expedite filing of documents and cost to obtain company seal, etc. (Estimated cost is \$176.00); Annual Secretary of State filing fee for filing a Statement of Information is approximately \$25.00; Automobile travel at the rate of \$.50 per mile. Other travel expenses at actual cost, including, but not limited to air fare, taxi cab fare, meals and lodging; Expenses for the printing or reproduction of documents required in connection with your representation at actual costs. Photocopies are billed at \$.10 per black and white copy and \$.50 for color, and Title searches and other title work done by third parties are billed at the actual cost.

## **Payment of Fees and Costs**

Unless other arrangements are made, all sums due and payable shall be paid within ten (10) days from the billing date. Any sum not so paid shall be charged a late charge at the rate of 1.5% per month. Payment by credit card will incur a 3% convenience fee for processing and handling.

## **Obligations of Attorney**

Attorney will provide those legal services reasonably required to represent Client(s). Attorney will take reasonable steps to keep Client(s) informed of progress and to respond to Client(s) inquiries. Attorney is responsible for annual filings (if any) only if specifically requested by the client annually (each year of the filing). This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services.

## **Obligations of Client**

Client agrees: to be truthful with Attorney and abide by this agreement; to cooperate with the Attorney to the extent necessary for Attorney to discharge his duties under this Agreement; to keep Attorney informed of any information or developments which may come to Client(s) attention regarding the described matter(s); to pay Attorney's fees and costs on time as billed; to keep Attorney advised of Client(s) address, telephone number and whereabouts; to assist the Attorney by providing information and documents necessary for the representation in the described matter; to be sure annual filings (if any) are timely filed; to timely attend all proceedings, meetings, conferences, and other events at which Client(s) presence is required, and; to provide Attorney with any and all necessary documents and other information promptly and upon request.

## **Withdrawal or Discharge of Attorney**

Attorney may withdraw from representation of Client(s) on written notice to Client(s), as the attorney deems necessary including, but not limited to, as a result of Client(s) failure to pay for Attorney's services and costs, or as a result of Client(s) failure to cooperate with the Attorney. Client(s) agree to execute appropriate documents drafted by Attorney for that purpose.

Client(s) may discharge Attorney at any time for any reason, but will remain liable for any outstanding fees or costs owed to Attorney for his services.

## **No Tax Advice Given**

Our firm has not been retained to provide Client(s) with any tax advice concerning this matter. Therefore, Client(s) should consult with their tax adviser about this matter and have them contact attorney so that attorney can coordinate services so we can be consistent with Client(s) stated objectives.

**No Known Conflicts**

Attorney does not believe, based on the information Client(s) have provided, that Attorney’s representation of Client(s) and the entity created by formation of the Company currently involves any objectionable conflicts of interest. Client(s) are aware, however, that their individual interests and objectives on certain issues may become inconsistent with the interests and objectives of the Company.

Although it is customary for business partners to employ the same attorney to assist them in such matters, the Rules of Professional Conduct of the State Bar of California require Attorney to inform Client(s) in writing (which is what this is) of the following potential conflicts of interest:

1. Client(s) / business partners may have conflicting interests concerning their objectives, property and taxes. If, as Client(s) request, Attorney act as the Attorney for all of the Client(s) for business planning, Attorney must try to balance all factors and cannot, therefore, act as an individual advocate for any one Client. This balancing could end up favoring one Client or Clients to the detriment of other(s).
2. To complete the business planning, Attorney must necessarily obtain confidential information from each Client. However, as between the all Client(s), Attorney cannot keep that information confidential amongst all Client(s) since Attorney is representing all of them. Of course, anything Client(s) discuss with Attorney is privileged from disclosure to third parties.
3. Attorney may make recommendations which could affect Client(s) taxes and interest in their assets both during their lifetimes and after death.

Each Client has read the foregoing and understands that there could be serious potential conflicts of interest between themselves in the business planning matters about which they are hiring the Attorney. If, and to the extent any of the Client(s) wish to have separate counsel or desire not be involved at all, that Client shall notify Attorney. Client(s) each hereby consent to having Attorney represent all Client(s) for Business Planning and the Company. Client(s) each understand that, while the Attorney is representing Client(s) on the same matter, there is no confidential communications as between all Client(s) and the Attorney.

**Concluding Paragraph**

The parties have read and understood the foregoing terms and agree to them as of the date attorney first provided services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this agreement. If any portion of this agreement is held unenforceable for any reason, the remainder of the agreement will be severable and remain in effect. The client shall receive a fully executed duplicate of this agreement. If a dispute arises between the Attorney and Client(s) regarding this Agreement or the Attorneys services, and either party files suit in any court other than small claims court, Attorney or Client(s) will have the right to stay that suit by timely electing to arbitrate the dispute with binding arbitration venued in Butte, County, California before an arbitrator who is an attorney licensed to practice law in the State of California in good standing with at least 10 years litigation experience or a retired judge. In addition, the prevailing party in any disputed related to this Agreement shall be entitled to an award of reasonable attorney fees, expenses and costs. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term “prevailing party” shall be determined by that process.

Executed as set forth below at Chico, California.

Dated:

\_\_\_\_\_  
Client1 (print name below)

\_\_\_\_\_  
Client2 (print name below)

\_\_\_\_\_  
Client3 (print name below)

Dated:

\_\_\_\_\_  
Daniel H. Alexander, Attorney