

MONCURE & BARNICLE

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Street Address:
Administration Building
9 Bowdoin Mill Island
Topsham, ME 04086

Dated: _____

Client Name

RE: Divorce/Child Custody/Parental Rights & Responsibilities

Dear Client:

This firm has agreed to represent you with regard to the above-referenced matter. This correspondence serves to confirm our fees and business relationship, and address potential costs you may incur.

Fees are billed on an hourly basis with charges based on the amount of time spent on a service. My hourly rate is billed at a rate of \$_____per hour with paralegal fees and law clerk fees at \$_____ per hour. The hourly fees for attorneys and paralegals who are members of this firm include normal and routine secretarial and bookkeeping assistance. Our time is charged in increments of 1/10 of an hour (i.e., 6 minute units), with a minimum billable increment of 1/10 of an hour. From time to time, however, a secretary or bookkeeper may be asked to work overtime or go on an errand specifically for a particular client. These are known as "special" services. Special services will be billed as costs. Services of associate attorneys, paralegals, accountants, or other outside consultants are all billed as costs.

Time charges include the following: all work performed on a project such as conferences with you, drafting documents, court filing fees, deputy service fees (if incurred), deposition costs, excessive postage, travel expenses, negotiations, legal research, telephone calls (either with you or with others and pertaining to this case or our representation of you), facsimile transmittals, and photocopies. All out of pocket costs will be billed through to you. Although on occasion we may request an advance payment for an unusual cost item or request direct payment to the supplier of goods and services. These include long distance telephone calls, copying, outside typing, in-house overtime by staff required for a particular case, certain word processing, travel, filing fees, Registry of Deeds abstracting, computer research time, and similar services for which we pay. A service charge is frequently added to cover our arranging for certain services. You will be billed on a

monthly basis payable upon receipt. You will be charged a late payment fee on any balance which remains unpaid thirty (30) days after a bill has been sent to you. The late payment fee will be computed at the rate of fifteen percent (15%) per year on such balance. In addition, we have the right to recover attorney's fees, costs and expenses in the event you do not voluntarily comply with your agreement to make the payments for attorney's fees, costs and expenses as described herein. We reserve the right to cease work and/or to withdraw from court appearances in the event of non-payment or late payments of either retainers or regular payments.

At this time, it is not possible to estimate what the total cost of the services described above will be. Each case is different. Novel research or a particularly uncooperative opponent will entail more expense. Generally, we would start a case such as this with a retainer for application towards attorney's fees, in the amount of \$_____. This amount will be deposited by Moncure & Barnicle in the office trust account. This is to confirm that you authorize this office to withdraw funds from the trust account to pay attorney fees and costs as they are incurred. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by you for attorney fees and costs is less than the amount of the deposit, the difference will be refunded to you. Any balance due shall be paid within thirty days of the termination of services. We may ask you to increase or replenish the retainer from time to time depending on the nature and duration of the anticipated legal fees and costs. Out-of-pocket costs are paid for by you separately when billed or requested and are not paid out of the attorney's fee retainer. It is our policy to have any balance on your bill paid in full before a final hearing or a trial in your case unless other arrangements are made in advance. In the event that you breach any obligation in this agreement, or it is otherwise determined by this firm that any action on behalf of the client may result in a violation of the Maine Bar Rules, this firm may terminate its representation of a client in a manner consistent with the Maine Bar Rules and other applicable laws.

If we engage experts or consultants on your behalf, we will expect you to enter into direct agreements with those experts or consultants, to compensate those experts or consultants directly and to advance any fees and costs that the experts or consultants require. Should questions arise during the course of the proceeding regarding income tax returns/income tax filings, or any other income or other tax issues, you will need to consult with your own tax advisor.

Legal work is usually highly personalized and confidential. We want and expect to have you participate fully in this case and to have knowledge of and comment upon matters affecting your case. To that end, we will send you copies of all documents pertaining to your case, such as correspondence or pleadings, and expect you to review those and comment upon those as we go forward. You should never hesitate to ask questions or to object to anything we do. We will try to keep you informed of every aspect of the work we are doing for you. I will make every effort to keep you informed of the status of your case and I encourage you to call me or schedule an appointment to see me whenever you have questions or concerns. If I am not able to take your phone call immediately, I will return your call as promptly as possible. If I am unavailable, you should speak with Amy. Please bear in mind that you will be billed for all telephone conferences.

It is our practice, where appropriate, to involve more than one attorney from the firm on a particular project in an effort to perform all services in the most efficient and cost effective manner

possible. I may at times communicate with you by telephone or by leaving a message conveyed by a member of my office staff.

Please advise me whenever you have a change of address or phone number for your home or place of employment, or if you plan to be out of the area in excess of seventy-two hours.

If you have any questions or concerns, you should not hesitate to call at any time. In my absence, you should speak with Amy who will remain updated on your file. Please leave a detailed message when appropriate and call as soon as possible with any concerns so that we can address issues as they arise.

We look forward to working with you.

Sincerely,

John F. Barnicle

JFB/ach

The foregoing is agreed to and accepted:

DATED: _____

(Sign)

(Please sign and return the enclosed copy of this correspondence to this office.)