

REPRESENTATION AGREEMENT AND CONTRACT

The undersigned, _____, hereinafter referred to as "Client" and the undersigned, The Tholstrup Law Firm, L.P., hereinafter referred to as the "Firm"; hereby enter into the following REPRESENTATION AGREEMENT AND CONTRACT regarding the Firm's representation of Client in a single family law related matter filed or to be filed in a District Court or County Court at Law in Texas.

Client understands the following conditions regarding employment of the Firm in this case:

1. The date of actual employment of hire is _____;
2. No representations have been made by the Firm as to the ultimate success of the case and the only material representations made by the Firm to Client are that the Firm will exert its best professional efforts in its representation of Client;

Client fully understands that the Firm accepts no responsibility or liability of any nature for any matters related to this cause which precede the date of this Agreement;

3. Client has paid to the Firm a retainer of \$ _____ to Represent Client. Attorney's fees and costs will be billed against the retainer;
4. The client understands that this retainer is an advance fee to secure the services of the Firm and remunerate the Firm for the loss of opportunity to accept other employment. As such, the retainer is earned at the time it is received and may be deposited in the Firm's operating account.

Client fully understands that additional retainers may be required in Client's case and payment must be made by the Client to the Firm on or before sixty (60) days prior to the date of the following events: Final Mediation; Trial

If the Client fails to pay such retainers or other notice of payment in the time allotted, the Firm may withdraw as Client's attorney, cease work and will have no further responsibility to work on Client's case.

5. **ATTORNEY DOES NOT REPRESENT CLIENT ON A FIXED FEE BASIS.** Any figures quoted as to the total cost of services are merely estimates, based on stated hypothetical occurrences, and they cannot be relied on as an accurate estimate. Your adversary, the opposing attorney, or others may engage in activities requiring us to expend additional time not originally contemplated;
6. Client fully understands that Attorney may withdraw from representation in the event Client:

Client initials _____

- a. Requests that the Attorney pursue a course of conduct which is illegal or prohibited under the disciplinary rules.
 - b. By other conduct renders it unreasonably difficult for the Attorney to carry out employment.
 - c. Insists upon the Attorney engaging in conduct which is contrary to the judgment or advice of the Attorney.
 - d. Disregards an agreement with firm as to fees or services, costs or expenses rendered.
7. The Client, hereby gives The Tholstrup Law Firm, L.P., the Client's power of attorney to execute all documents connected with the claim for the prosecution of which the attorney is retained, including pleadings, contracts, checks or drafts, settlement agreements, compromises, releases, verifications, dismissals, and orders, as well as all other documents which the Client could properly execute.

REQUIRED NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. State Bar Membership status can be obtained at 1-800-204-2222. These are toll-free telephone calls.

FEE SCHEDULE

Client and Attorney understand that the following fee schedule shall apply as a condition of employment and that Client accepts full responsibility for the payment of all balances due for legal services as follows:

1. All trial and non-trial time expended in connection with this cause shall be charged at the rate as set forth below.

Non-trial charges include, but are not limited to, email correspondence, telephone conferences, interviews with Client or other parties in connection with this cause, legal research time, drafting of legal instruments, preparation for Court, review of correspondence and documents, and miscellaneous time spent in office practice and/or legal investigation.
2. Trial time includes time in Court Room attendance, whether in actual trial of this cause or at ancillary hearings or motions, such as motions for contempt.

Client initials _____

3. All case expenses, including subpoena costs, filing costs, deposition costs, accounting costs, investigation costs, expert's charges, delivery service costs, out-of-office copying and certified copy costs, computer disk rental and all other miscellaneous actual expenses incurred in connection with this cause.
4. All time will be recorded in units of 1/4 hour (15 minutes) even though the time spent may be less than 1/4 hour.
5. All accounts are due and payable in Harris County, Texas. Unpaid fee balances owed to the Attorney as well as expenses advanced on behalf of the Client shall bear interest at the rate of 10% per annum commencing thirty (30) days after the date the Attorney's representation of Client is concluded. Such interest shall appear on each statement.

MISCELLANEOUS

1. **THIS CONTRACT AND AGREEMENT DOES NOT INCLUDE REPRESENTATION OF THIS CASE TO ANY APPELLATE COURT**, and in the event an appeal is necessary, Client and the Firm will consider the appeal as a separate and distinct cause of action requiring new fee arrangements.
2. **THE FIRM IS NOT BEING RETAINED TO VALUE THE MARITAL ASSETS NOR DOES THE FIRM CLAIM TO HAVE EXPERTISE IN THIS AREA.** You must determine, based upon the information obtained through the proceeding, which assets you would like to receive, the value of those assets, and the economic ramifications concerning all property. The Firm may advise you to retain appropriate experts, such as accountants, financial advisors, or real estate or business appraisers, to assist in this regard. The Firm does not automatically search titles, determine the validity of income and expense figures supplied by your spouse or other opposing party, or attempt to verify other underlying data provided as part of the dissolution proceeding. If there are questions in your mind concerning any of these issues, you should discuss them with the Firm and authorize the Firm to retain appropriate experts to provide assistance on your behalf.
3. **THE FIRM'S REPRESENTATION DOES NOT INCLUDE RENDERING TAX ADVICE TO YOU.** You must seek such advice from your accountant or other financial advisor.

BILLING RATES

The Firm and Client understand that, from time to time, during the pendency of this cause and the Firm/Client relationship, the Firm may deem it necessary to use the services of legal assistants, paralegal employees or other associates. Client agrees that use of such is acceptable, that all work performed by assistants selected by the Firm shall be fully supervised by Richard J.

Client initials _____

Tholstrup, and that the periodic time spent, if any, will be billed as follows:

Richard J. Tholstrup	\$335.00 per hour
Associate Attorneys	\$250.00 per hour
Legal Assistants	\$ 75.00 per hour

ACKNOWLEDGMENT

I have reviewed the attorney representation agreement and understand the terms set out herein. I have been advised to have this representation agreement and contract reviewed by separate legal counsel and hereby waive that right regarding this contract by signing below:

Client Signature Date

Printed Name of Client

Client Mailing Address

City State Zip

Client home telephone number

Client cell telephone number

Client email address

The Tholstrup Law Firm, L.P.
Richard J. Tholstrup, as Managing Member
of the General Partner of the partnership
State Bar No. 00793079
Telephone: 713-225-1280
Facsimile: 713-225-1344

Client initials _____

CREDIT CARD CHARGE AUTHORIZATION

Type of Card: MASTERCARD VISA DISCOVER AMEX
 (circle one)

Name on Card: _____

Card Number: _____

Expiration Date: _____

Security Code: _____

Billing Zip Code: _____

(found on back of credit card- 3 digits – except AMEX
found on front of card.)

Billing address (including zip code):

Amount Authorized: _____

Date: _____

Signature: _____

Client Initials _____