

**RETAINER AGREEMENT FOR LEGAL SERVICES (DWI)**

CLIENT:

CITY:

CHARGE(S):

This agreement for legal services, will confirm the above mentioned client's intention to retain Marcus E. Hill, Attorney at Law ("Attorney"), to represent \_\_\_\_\_ ("Client") in the above captioned case. The parties contract and agree as follows:

- 1. The Attorney is responsible for the proper and diligent preparation and handling of all pretrial matters relating to the client's case, including legal and factual investigation, appropriate pretrial motions, and the defense of the case at a non-jury trial. This retention, however, does not include any new or additional indictments, charges, retrials, or appeals, whether *de novo*, post-trial or interlocutory.

The fee below is agreed upon by the parties as being a reasonable fee for the legal services to be performed. Said fee is due and payable prior to the Attorney's appearance in court for the client. The fee does not include any court costs. In the event this matter is disposed of in the District Court, this fee shall constitute the entire fee. In the event of an appeal to the Superior Court from a ruling of the District Court, a new agreement will be entered into regarding representation at that time. Court costs can be paid in cash directly to the clerk of court, or to the Attorney prior to the court date.

- 2. Fees and estimated court costs are as follows:
  - a. A plea of guilty \$\_\_\_\_\_.
  - b. A plea of not guilty (including a plea to a lesser offense, pretrial motions, a dismissal, or a trial notwithstanding the outcome) \$\_\_\_\_\_.
  - c. Deferred Prosecution (if District Attorney agrees) or best plea \$\_\_\_\_\_.
  - d. Estimated court costs (due on court date) (Client's Responsibility) \$\_\_\_\_\_.
  - e. Motion fee (only in the event of a plea after preparation for trial) \$\_\_\_\_\_.
  - f. Expert witness at \$\_\_\_\_\_ per hour. Initial retainer \$\_\_\_\_\_. (If Necessary)
  - b. Pre-Trial Driving Privilege \$\_\_\_\_\_ and Filing Fee \$100.(If Requested)
  - c. Civil Restoration Fee \$100. (Client's Responsibility)
  - i. Limited Driving Privilege Filing Fee \$100 (If Requested).
  - j. State appeals mid trial District Court decision. \$\_\_\_\_\_ (If Necessary).
  - k. DMV Hearing \$\_\_\_\_\_. (If Necessary)
  - l. Plea by Waiver(If Necessary). \$\_\_\_\_\_

---



---



---



---

- 3. Any expenses incurred in the preparation of the case shall be approved in advance by the Client and shall be the responsibility of the Client.
- 4. The Client further understands and agrees that in the event the Client fails to comply with the terms and conditions of this Agreement, the Attorney shall have the immediate right to withdraw from further representation of the Client, said withdrawal to be done in a manner so as to minimize prejudice to the Client.
- 5. The Attorney has advised the Client that he may associate counsel to assist him in this case. Client understands the need for additional counsel and understands that the fees set

- out above will cover all Attorney services.
6. The Attorney agrees to keep the Client informed as to the status of the case and to be available for any questions the Client may have during and after the case.
  7. \_\_\_\_\_  
\_\_\_\_\_
  8. The Client understands and agrees that all refund checks that are not cashed within 120 days of issuance will be void and after expiration of the check the refund will be donated on the Client's behalf to Habitat for Humanity.
  9. All fees are earned upon payment.
  10. This retainer agreement constitutes the entire agreement between the Attorney and the Client. There are no oral agreements or understandings other than that which is contained herein. All amendments, additions, and changes to this agreement shall be in writing and agreed to and signed by the parties.
  11. I agree to keep the attorney advised of my current address, phone numbers, and email address, and to reply promptly to all communications from the attorney.

The above retainer agreement is hereby accepted upon the terms and conditions stated herein.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Attorney Signature (Marcus E. Hill) (Bailey Farrin)

I have read the above retainer agreement, I understand its provisions, agree to its terms and conditions, and do hereby employ the services of the Attorney as described herein.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Client Signature

\_\_\_\_\_ County  
State of North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated \_\_\_\_\_, (name(s) of principal(s))

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_