

RETAINER AGREEMENT FOR TRAFFIC OFFENSES

Client:

Charge(s):

City:

This agreement will confirm (Client) intention to retain Marcus E. Hill, Attorney at Law ("Attorney"). The parties contract and agree as follows:

- 1. The Attorney is responsible for the proper and diligent preparation and handling of all matters relating to the client's case. 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. If client pays estimated court costs, attorney will account for costs paid and bill or refund the client as necessary.

- 2. Fees and estimated court costs are as follows:
 - a. A plea to a lesser offense or best plea \$
 - b. Estimated court costs \$
- 3. 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.
- 4. 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 mentioned above will cover all Attorney services. All fees are earned in full at the time of payment.
- 5. 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, agreed to, and signed by the parties.
- 6. That 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.
- 7. 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 _____

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: _____

(Official Seal)