



CROWLEY
CORNISH
ROCKAFELLOW
& SARTZ, PLLC.

Attorneys / Counselors
Patrick J. Crowley
Stephen M. Cornish
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NON-REFUNDABLE FEE CONTRACT

Re: _____ Date: _____

You have retained the Crowley, Cornish, Rockafellow, & Sartz, PLLC. During our representation of you in this case, you will be charged fees and expenses as follows:

A **non-refundable & earned upon receipt** retainer fee of \$_____.00 is to be paid and it is understood that no legal services will be provided in this matter until it has been paid. It is also understood that this fee may not be a final amount. Any charges exceeding the initial retainer fee will be billed in addition to the initial retainer.

All post judgment, post verdict, post dismissal, post final disposition, second trials, appellate and habeas corpus services are specifically excluded from this agreement. Any other, further or additional legal services shall be provided, if at all, pursuant to a separate written agreement signed by all of the parties.

Fees are to be calculated at an hourly rate of: **\$250.00** per hour for attorneys working on file and **\$75.00** per hour for staff working on the file.

The hourly rates set forth above will be charged in increments of one-tenth (1/10th) of an hour with a minimal fee of .2 hours for all actions taken on the case, except court appearance which will have a minimal of 2.0 hours. Time spent on the case includes ALL time spent on your case and includes time spent in telephone conversations, inter-office communications, outgoing and incoming correspondence, preparation and review of documents, court or otherwise, and if applicable, driving time.

In addition to the fees for services, any and all costs (including any investigative costs and expert witnesses and witness fees) incurred will be exclusive of the hourly fees set forth in this agreement. All costs and expenses will be client's sole responsibility. You will be charged for all out-of-pocket expenses incurred on your behalf which include, for example, the following expenses:

- | | |
|--------------------------|---|
| * <i>Process Service</i> | * <i>Exhibit Preparation</i> |
| * <i>Court Costs</i> | * <i>Photocopying at \$.25 per page</i> |
| * <i>Medical Records</i> | * <i>Recording Fees</i> |
| * <i>Postage</i> | * <i>Travel Expenses at IRS Rates</i> |
| * <i>Transcripts</i> | * <i>Expert Witness Fees</i> |

It is understood that if someone other than the client pays all or part of the attorney fee, acceptance of payment from others does not waive attorney-client privilege. Attorney only represents client, not payee.

It is understood that other attorneys in the firm may work on the file, including representation in court.

It is understood that a copy of this Contract is just as enforceable as the original.



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Severability: The invalidity of one or more of the provisions of this agreement shall not affect the viability of any of the other clauses.

Governing Law: This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Michigan (without regard to principles of conflicts of law). The agreed upon Venue shall be the County of Ingham.

Entire Agreement; Modification: This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

Attorney Fees: If the attorney litigates any matter (including but not limited to collection of fees due) between attorney and client hereunder, then the attorney is entitled to recover the attorney's regular hourly rate, plus interest accrued thereon, plus costs, for doing so.*

You agree that neither I nor anyone employed by this firm has promised or guaranteed the outcome of your case.

Client, by executing this Contract, acknowledges the receipt of and the reading of a completed copy on the above date.

Other Terms (if applicable):

Client:

Attorney:

Guarantor:

* A 5% fee will be added to all credit card transactions.