

LAW OFFICE OF
ROBERT L. KEATES, P.L.L.C.

ROBERT L. KEATES
ATTORNEY AT LAW

DOWNTOWN AUSTIN OFFICE
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AUSTIN, TEXAS 78701
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ADMITTED TO PRACTICE IN
TEXAS
CALIFORNIA
NEW YORK
WASHINGTON D.C.

**PROFESSIONAL SERVICES AGREEMENT
FOR CRIMINAL DEFENSE REPRESENTATION**

1. CASE DESCRIPTION

This agreement is made in duplicate on this the ____ day of _____, 20__, between the LAW OFFICE OF ROBERT L. KEATES, P.L.L.C., (hereinafter "Attorney"), and _____, (hereinafter "Client").

Client is charged in _____, County, Texas with the crime(s) of _____.

Client wishes to employ Attorney to represent Client in the defense of the above criminal charge(s). No other legal representation is contemplated by either Client or the Attorney, and the Attorney does not by the representation of the Client on the stated matter agree to undertake any other legal representation for the Client.

2. ATTORNEY'S DUTIES

Attorney accepts said employment and agrees to take such steps as are reasonably advisable to enforce and protect Client's rights during the pending matter, until Attorney's discharge according to the terms outlined below. If trial is included in this retainer and service agreement, Attorney agrees to represent Client through ONE TRIAL ONLY, and no re-trials. Any action taken after the first trial of this matter will require a new fee and retainer agreement. Any re-trial will require a new fee and retainer agreement. Any upgrading of the charges will require a new fee and retainer agreement. This agreement does not include any post-adjudication services. If Client wishes Attorney to represent Client at any such additional hearing after dismissal, disposition, etc., a new retainer agreement must be entered into.

3. CLIENT'S DUTIES

Client and Guarantor agree to be truthful with Attorney, to cooperate, to timely return phone calls, to keep Attorney informed of developments, current address and telephone number, to abide by this Agreement, and to pay bills on time. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. FEE AGREEMENT:

The fee for Attorney’s services, rendered as described in this agreement, shall be in accordance with the fee list attached hereto. Attorney reserves the right to withdraw as Client’s Attorney of record and to retain all fees paid for services previously rendered if the fee set forth in the attached fee list for Attorney’s services is not paid in full on or before the date agreed upon for receipt of payment in full. In the event that payment is not made as specified above, Attorney may, after reasonable notice, withdraw as Attorney or record for the Client. In the event that this agreement is terminated for any reason by the Client, the fee paid shall be deemed as earned by the Attorney, and no part thereof shall be returned to Client.

(Amount and Due Dates)

- \$ _____ Due: _____ Flat Fee for representation up to but NOT INCLUDING trial;
- \$ _____ Due: _____ Flat Fee for representation INCLUDING trial;
- \$ _____ Due: _____ Second Payment of Flat Fee for criminal defense
- \$ _____ Due: _____ Final Payment of Flat Fee for criminal defense
- \$ _____ Due: _____ Retainer for jury trial ONLY
- \$ _____ Due: _____ Retainer for trial before the court ONLY
- \$ _____ Due: _____ Retainer for motion ONLY

Client/Guarantor is gaining the benefit of knowing that he cannot be charged more fees than outlined above no matter how much time Attorneys spends on this specific legal matter, including the trial and trial preparation of this matter. Client/Guarantor knows that other law firms may charge clients hourly for their legal services and that the Attorney’s fees in this case could be substantially higher than what is being charged in this fee agreement as a flat fee by Attorney (Attorney charges \$400/hour as primary owner of firm). In exchange for this ‘benefit’ Client/Guarantor understands that the fee that Client/Guarantor is agreeing to is a non-refundable fee as it is not based upon any specific hourly rate at which Attorney will be billing the client. This means that once paid, no portion of this fee shall be refunded to Client/Guarantor. Client/Guarantor further agrees that this flat fee is a reasonable and fair fee, as is Attorney’s hourly rate should any portions of this agreement be unenforceable. ***ALL ATTORNEYS FEES PAID TO LAW OFFICE OF ROBERT L. KEATES, P.L.L.C. ATTORNEYS ARE NON-REFUNDABLE.** If for any reason Client desires to terminate this Agreement or retain services of other counsel, this will not relieve Client of his obligation to pay the entire fee and all outstanding costs as outlined above.

The fees set forth in the paragraphs above are not intended to include, and do not include the following: Any appellate proceedings, either before or after rendition of judgment or pronouncement of sentence; and Any legal services to be rendered in the filling of extraordinary writs in either state appellate courts or federal courts, either before or after trial; Any legal costs as outlined below

5. LEGAL COSTS

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the fees listed above. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, preparation of trial or motion exhibits, parking, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

Client/Guarantor is responsible for all costs involved in the legal defense. Costs shall be advanced by Client/Guarantor. If any costs are advanced by Attorney, Client/Guarantor shall reimburse Attorney for these costs advanced as soon as client is billed for the same.

The following costs will be billed 'as charged' by the party providing the materials: Discovery Costs charged by the District Attorneys or prosecuting agency, Court costs and fees, messenger/Attorneys service, parking, postage,.

- a. The following costs will be billed as follows:
- b. copy costs @ \$0.08/per page,
- c. print out costs @ \$.04/per page
- d. long distance phone costs @\$0.08 /per minute (not accessed to Client conversations)
- e. mileage @ NOT CHARGED,

Out of town travel. (Outside Travis County, Hays County, Blanco County, Williamson County, Bastrop County) Client agrees to pay transportation, mileage, parking, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling, including out of area investigation or procurement of witnesses or materials. Client will be informed of intended out of town travel ahead of time.

Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that as the matter proceeds to court action or disposition, Client may be required to pay fines, court costs, and potentially restitution and/or damages to other parties in the action or alleged victims. Any such payment will be entirely the responsibility of Client.

6. BILLING STATEMENTS.

Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within 14 days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, basis of calculation or other method of determination of the fees and costs, which costs will be

clearly identified by item and amount. If a bill is not paid within 30 days of its mailing by Attorney, the Attorney will have the right to withdraw from the case.

7. SCOPE OF REPRESENTATION

Client hereby authorizes Attorney to act as his agent in all matters affecting this case including, but not limited to the following:

- a. to appear in court in Client's behalf;
- b. to negotiate a proper plea bargain
- c. to waive Client's appearance at any proceedings in reference to this case;
- d. To request that the trial or settings of this case be postponed and reset and;
- e. To waive Client's rights under the Speedy Trial Act of Texas, when, in Attorney's sole discretion, Attorney deems such actions proper and in Client's best interests.

8. FULFILLMENT OR DISCHARGE OF AGREEMENT

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to any liens provided by law, whether or not Client has paid for all services.

Attorney's obligations to Client will be discharged if the above charge is concluded after trial at sentencing or is compromised or disposed of without trial. Compromise or disposal without trial includes, but is not limited to, any of the following:

- a. Inability of the jury to reach a verdict, where case is tried by jury;
- b. Declaration of mistrial;
- c. Granting of a motion for a new trial;
- d. Granting of probation without the imposition of sentence;
- e. Ordering of commitment by the court without the imposition of sentence; or,
- f. Charge is dismissed.

9. COMMENCEMENT OF SERVICES

This agreement will not take effect and Attorney is not bound to commence services or do any act in furtherance of the representation until receipt by Attorney of the sum noted in the Fee section, which is non-refundable, to ensure Attorney's availability on Client's case. If for any reason Client desires to terminate this Agreement or retain services of other counsel, this will not relieve Client of his obligation to pay the entire fee and all outstanding costs as outlined above.

10. DISCLAIMERS OF SERVICE

Client understands that Attorney has made no guarantee about the successful outcome of the case. It is understood by the Client that **NO PROMISES HAVE BEEN MADE AS TO THE OUTCOME OR RESULT OF THIS CASE.** The Attorney has agreed to exercise the best effort and professional care possible that the Attorney cannot, and has not made in any representation regarding the outcome of this case. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. Attorney is not obligated to make any bond for client by reason of this contract.

11. AGREEMENT

This agreement contains all conditions, provisions and understandings of the parties. No other agreements, written or oral, exist as between the parties, and the parties agree to be bound to the terms of this agreement. This agreement can be modified only by an agreement in writing signed by both Attorney and Client.

12. RELEASES

Information regarding my case and/or copies of documents pertaining to my case may be released to the following individuals:

CLIENT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISION, AND AGREES TO BE BOUND BY IT.

SIGNED this the ____ day of _____, 20__ in _____, Texas.

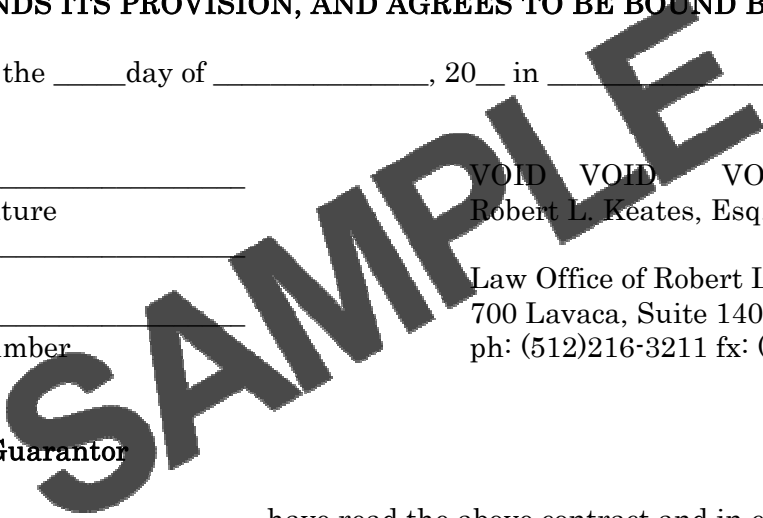
Client's Signature

VOID VOID VOID
Robert L. Keates, Esq.

Address

Law Office of Robert L. Keates, PLLC
700 Lavaca, Suite 1400 Austin TX 78701
ph: (512)216-3211 fx: (512)295-1846

Telephone Number



Third Party Guarantor

I, _____, have read the above contract and in consideration of the services to be provided Client by Attorney, I hereby agree to be bound by the provisions of said contract and I hereby guarantee that the money to be paid under this agreement will be paid to Attorneys by me if Client does not pay.

I know Client cannot pay and I will have to make the payments. Attorney's responsibility will be to Client and not to me, but I will see that all payments and conveyances required by above contract are made in a timely fashion.

THIRD PARTY GUARANTOR ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISION, AND AGREES TO BE BOUND BY IT.

SIGNED this the ____ day of _____, 20__ in _____, Texas.

Third Party Guarantor's Signature

Robert L. Keates, Esq.

Address

Law Office of Robert L. Keates, PLLC
700 Lavaca, Suite 1400 Austin TX 78701

Telephone Number

Third Party Guarantor relationship to Client (parent, spouse, friend):
