

LEGAL SERVICES AGREEMENT

This contract is entered into by and between the **LAW OFFICE OF MARC A. METZE**, Attorney at law, of Harris County, Texas, hereinafter referred to as Counsel, and _____ hereinafter referred to as Client. Client hereby agrees to hire counsel to represent Defendant _____ having been arrested and/or charged with the criminal offense of: _____ and being in need of legal representation, hereby employs the above named Counsel **ONLY ON THE ABOVE CHARGE** under the following condition.

1. The Counsel will represent Client by advising and counseling, investigating the laws and the facts, by preparing for trial and negotiating with the prosecuting attorney, and said Counsel will conduct the trial for Client if a trial becomes necessary, or negotiate a plea if that course of action becomes advisable.
2. That in consideration of said Counsel's representation of Client, Client agrees to pay to Counsel a legal fee of a minimum of \$_____ if dismissed prior to trial setting or negotiated plea or through a pretrial hearing; \$_____ for trial before the court; \$_____ for a jury trial. Client further agrees he/she shall pay the remaining unpaid portion of the fee as follows:**

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|-------------------------------|--------------------------------|
| 1. \$_____ on or before _____ | 6. \$_____ on or before _____ |
| 2. \$_____ on or before _____ | 7. \$_____ on or before _____ |
| 3. \$_____ on or before _____ | 8. \$_____ on or before _____ |
| 4. \$_____ on or before _____ | 9. \$_____ on or before _____ |
| 5. \$_____ on or before _____ | 10. \$_____ on or before _____ |

If the payments are not made on time, then the attorney has the right to demand payment in full for these payments will be applied to the trial fees. Once the case is set for a trial setting, the balance of the fee is due and payable in full (10) days prior to the court date. Client agrees the Counsel reserves the right to withdraw from representation for failure to make any such payment. While the case is in progress. Counsel shall bill all work against said fees, and declare same as earned. Upon final resolution of Client's case, Counsel may declare the entire fee earned. Client understands and agrees that should this case settle without necessity of any, or few appearances before a court. Counsel and Client shall consider the entire fee earned, and no portion of said fee shall be refunded to Client.

3. The parties hereto further agree that the above legal fee does not include any expense for private investigators, expert witnesses, court reporter transcripts, photographs, scientific tests, travel expenses for Counsel and investigators, court fees or court cost, bail bonds, witness expense, other expenses necessary for the proper defense of Client. The Client hereby authorizes Counsel to incur all reasonable expenses in the investigation and in defense of Client and Client hereby agrees to pay in advance said expenses as said expenses are incurred by Counsel. It is agreed and understood between the parties that Counsel shall not incur and extraordinary expenses as outlined in the prior sentence. In excess of the amount of the cost deposit on hand without first securing the consent of the Client. It is further agreed that any unused portion of the expense allowance at the termination of the case shall be first applied to any balance remaining for the attorney's fees, and any surplus remaining once the attorney's fee has been fully satisfied shall be refunded to the Client.
4. Client agrees and understands that he/she hereby authorizes Counsel to obtain, use, and release any and all privileged information, however acquired, in the event that Counsel deems it necessary, in his/her sole discretion, for the purpose of Counsel's representation of Client.

5. The parties hereto further agree that the legal fee agreed upon herein does not include services or expenses for an appeal or retrial of this cause, if such should become necessary. In the event of an appeal or retrial, a new and separate mutually acceptable agreement must be entered into by and between the parties hereto.
6. The parties hereto further agree that the legal fee agreed upon herein is for the representation of Client in the above referenced matters and does not include Counsel or legal services in any other matter, in the event that representation is required in any other court or in any other matter, a new and separate mutually acceptable agreement must be made between the parties hereto.
7. The parties hereto further agree that if the legal fee is not paid as agreed upon, Counsel may withdraw as Counsel of record in this cause without reimbursement of and legal fees paid and may cease any further representation immediately.
8. The parties hereto further agree that should the case be dismissed, or settled in any other matter than by contested trial, Counsel has earned his/her fee and no part of legal fee is to be refunded to the Client.
9. It is understood and agreed that no promise or guarantee has been made as to the outcome of this case or cases for which Counsel has been employed, and this contract does not include representation in any appeal unless specifically set forth. This agreement does not include and retrial of any of the above cases for which Client stands charged, nor representation at any revocation proceeding in the event Client receives probation, nor does it include and appearance before the Board of Pardons and Paroles in the event of a conviction and commitment. Client acknowledges the Counsel has made no promise or guarantees other that Counsel agrees to use her best efforts in representing Client in this matter.
10. It is further understood and agreed that the Client will advise Counsel of any change in his or her employment and/or residence within five (5) days of the making of such change, and that failure to advise Counsel of such change constitutes a breach of this contract, and thereby gives Counsel the right to withdraw from such case.
11. Client has carefully read this entire contract and fully understands and agrees to abide by all the terms, conditions, and obligations contained herein, that client has received a true and correct copy of said agreement, and client agrees to be bound thereby.

Signed this _____ day of _____ 2017.

MARC A. METZE

ATTORNEY AT LAW
STATE BAR CARD NO: 00794303
2425 SOUTHMORE BLVD.
HOUSTON, TEXAS 77004
(713)520-8822

CLIENT