



FLAT FEE RETAINER AGREEMENT / 委任協議

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into on _____, 20__ by and between _____ ("Client") and JUN WANG & ASSOCIATES, P.C. ("Attorney").

此協議簽訂於元合律師事務所 Jun Wang & Associates, P.C. (律師) 和 _____ (客戶) 之間，雙方共同履行以下條款。

1. CONDITIONS. This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract and pays the deposit called for under paragraph 3.

生效條款：在我方律師提供相關法律服務之前，客戶必須簽署本協議，並按照協議條款第三條中的要求支付定金/押金。

2. SCOPE AND DUTIES. Client hires Attorney to provide legal services in connection with _____ Attorney shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts. Attorney's services in this matter will end, unless otherwise agreed upon in writing signed by Attorney, when there is a final agreement, settlement, decision or judgment by the court.

職責範圍：_____ 的法律服務。律師將依照協議並根據客戶的合理要求提供法律服務，同時採取適當措施以保證客戶了解案件的進展情況，並負責回復客戶對進度的詢問。客戶有責任為律師提供真實的信息和文件，並積極和律師配合、及時更新信息，遵守協議條款、按時支付律師的賬單。客戶自行承擔由於未及時通知律師由於地址或電話號碼變更，或個人行程變動所產生的後果。當法庭出示最終協議、通知、決議或判決書時，另有其他由律師簽署的其他協議情況外，律師將終止提供此協議中提及的法律服務。

3. LEGAL FEES AND EXPENSES. In consideration of the professional services rendered and to be rendered, the client agrees to pay the fee \$_____. Client agrees to pay \$50.00 administrative cost for bounced or stopped payment checks per transaction.

律師代理費和其他花費：對於本協議中涉及的專業法律服務，客戶同意支付_____。同時，客戶同意支付案件過程中由於支票跳票會停止付款導致的行政管理費用\$50.00/次。

4. DEPOSIT: Receipt is hereby acknowledged by the attorney of escrow deposit in the amount of no less than \$_____ to be applied to the above future bill payment.

押金：律師將為所支付的不少於_____的用於未來賬單支付的押金提供收據。

Additionally, Client shall pay \$30.00 administrative cost for past due payment. Past due amount of the payment will be subject to a 14% interest charge or the highest interest rate permitted by law, whichever is lower.



客戶應該自行承擔以下責任：支付逾期付款的行政費用 \$30.00。逾期未支付的金額將由客戶按照欠款總額的14%收取利息，或選擇支付法律允許範圍內的最高利率。

The above fees do not include professional services in connection with contested matters, litigation, hearings, deportation proceedings, court or administrative review and/or appeals. In the event that it becomes necessary for Attorney to engage in a legal action to collect any past due balance, Client agrees to pay reasonable legal fees and costs associated with bringing such legal action.

上述費用不包括處理有爭議的問題、參與訴訟、出席聽證會，涉及被驅逐出境的法律程序，出庭或行政復議和/或上訴有關的專業服務。客戶同意支付律師在收取與本案件相關逾期款項和採取必要的法律行為時產生的律師費和相關費用。

If the Attorney-Client relationship is terminated in less time than would be required to expend the retainer fee on the basis of time alone, without the matter having been concluded by settlement or judicial action, then a fair and reasonable fee will be determined in accordance with legally accepted standards. The elements of a reasonable fee are set forth in DR 2-106 of the Lawyer's Code of Professional Responsibility, a copy of which provision will be furnished to you upon request. In the event of a fee dispute between Client and Attorney involving amounts from \$1,000 to \$50,000, Client shall be entitled to arbitration in accordance with Part 137 of the Chief Administrator Rules.

如果律師與客戶的關係在尚未得到法庭決議前通過協議終止，期間產生的律師費用可以通過法律上公認的公平、合理的費用機制確定。合理費用的條例在DR2-106律師職業責任守則中有明確規定。如双方涉及\$1,000美元-\$50,000美元之间的费用争议，客户有权利依据Chief Administrator Rules 第137部分进行仲裁。

5. DISCLAIMER OF GUARANTEE. Although the attorney agrees to diligently and faithfully pursue the herein matter, the client acknowledges that no guarantee has been made as to the time the case will take, nor with regard to the successful outcome of this matter. It is further agreed that the client will cooperate fully with the attorney, and keep the attorney informed of changes of circumstances (i.e. address, telephone number, employment, and matters bearing on the case). The Client will execute all documents, applications and/or agreements as required, and obtain as soon as possible all documents and information that may be necessary to successfully complete the case. The client further agrees that it is essential that the attorney be given the true facts of the case and that the client must provide the attorney with all communications made by others to the client regarding the case.

免責條款：律師將盡力提供法律支援，但無法保證結案的具體時間和結果作為任何承諾。客戶需要與律師積極配合，並將任何變更（如地址、電話號碼、工作和有關事項等）及時通知律師。客戶將依照律師要求，處理或執行所有相關文件、應用程序和/或協議，並盡快獲得對案件結果會產生影響的所有文件和資料。同時，客戶同意提供律師任何與案件相關的真實信息，以及在必要時提供和案件相關的其他人員的聯絡方式。

6. EFFECTIVE DATE. This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

生效日期：本協議生效時，客戶應履行第1條款的規定。但其生效日期將追溯至律師首次提供服務的時間。本協議中預計的開始日期僅供參考。即使協議沒有生效，客戶仍有責任支付律師在提供與本案件相關的服務時產生的相關費用。



The client agrees that they have fully read this agreement, that they are solely responsible for the fees herein, and that they accept the agreement in its entirety.

客戶已經完全閱讀本協議，並同意接受本協議的全部條款，同時將自行承擔本協議中涉及的付款責任。

By: _____
JUN WANG & ASSOCIATES, P.C. (ATTORNEY)

By: _____
_____ (CLIENT)

尊敬的客戶：

我律師事務所對所有簽署一年以上長期、定向法律服務協議的客戶作出除代理協議以外的額外律師費清單披露、解釋如下：

律師函撰寫：每小時律師費 **250美元**，如不足一小時以250美元/封計算。該律師函包括但不限於對方違約通知信，投訴信，法律文件送遞通知，房客租金延遲支付通知，房客租賃到期不續約通知等；

代表僱用其他律師：客戶將自行與其他律師事務所簽訂僱用合同，從事本所不提供之其他法律服務，例如：訴訟代理。本律師事務所承諾將不向客戶征收介紹手續費，但如客戶要求本律師事務所對案件全稱跟進，將征收 **100美元/小時** 律師秘書服務費用；

商業買賣、租賃合同合同起草或修改：每小時律師費 **250美元**，如不足兩小時以500美元/份計算。