



Retainer Agreement

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

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.

2. **SCOPE AND DUTIES.** Client hires Attorney to provide legal services in connection with **H-1B (non-immigrant working visa) petition on behalf of (employee/beneficiary)**. 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.

3. **LEGAL FEES AND EXPENSES.** In consideration of the professional services rendered and to be rendered, the client agrees to pay the **legal fee of \$ _____**, plus costs and expenses, **request for evidence additional service fee \$500 - \$1,500 (if any) depending on the complexity of the case.** Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage such as FedEx fees (domestic: \$50 flat fee per package, international: \$125 flat fee per package), in-office color photocopying (color = \$0.25/page), parking, mileage, investigation expenses, consultants' fee and other similar items. Client agrees to pay \$50.00 administrative cost for bounced or stopped payment checks per transaction.

4. **DEPOSIT.** Receipt is hereby acknowledged by the attorney of a retainer fee in the amount of _____ to be applied to the above mentioned fee. Client further agrees to pay **FIVE HUNDRED DOLLARS (\$500) upon notice of application approval, or when Client decides to terminate this Agreement after an initial receipt has already been issued.** In the event there is request for evidence fee (RFE fee), it shall be due before submission of RFE response.

5. **MISCELLANEOUS.** Balance of the miscellaneous fee such as FedEx or color copy becomes due and payable upon notice of application approval, or when Client decides to terminate this Agreement after an initial receipt has already been issued.

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.

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.



6. FILING FEES. Client agrees to pay all filing fees to “U.S. Department of Homeland Security” at the time of filing. The fees include: Base filing fees of \$460, Fraud Detection Fee of \$500, and American Competitiveness and Workforce Improvement Act (ACWIA) Fee of \$750 if the employer employs no more than 25 full-time equivalent employees in the U.S., or \$1,500 if employing more than 25 employees. In the event Client decides to expedite the petition via premium processing, Client shall remit additional \$1,410 for premium processing service to the USCIS. Please also note these fees are subject to change by the USCIS without notice.

7. 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.

8. TERMINATION. Both Client and Attorney have the right to terminate this Agreement at any time. Once the Agreement is terminated, Attorney would return Client all files belonging to Client upon request. Attorney would charge Client legal fee at the rate of \$250 per hour for services already rendered and refund any unused portion of prepaid legal fee to Client, subject to sections 3 - 5 of this Agreement.

9. 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.

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.

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

By: _____
(PETITIONER REPRESENTATIVE)

Date: