

FORM 5: Sample Language for Billing and Credit Card Use

Ed. note: This simple form may be added or appended to an attorney fee or engagement. Note that the term “retainer” has been modified to include the words “prepaid fee,” as some jurisdictions (e.g., Florida, per comments on Florida Bar Rule 5-1.1) consider a retainer to be only defined as a flat fee, and thus not to be deposited in the attorney’s trust account. Many jurisdictions, however, consider the prepayment of fees to be later applied to services of the firm to be a “retainer.” The lawyer may remove such doubt by calling it a “prepaid fee retainer.”

Attorney’s Fees and Payments: Client agrees to compensate Attorney by paying attorney’s fees at the rate of [\$XXX.00] per hour for all legal work performed in this matter. Attorney will charge lesser rates for work performed by legal assistants and/or law clerks [\$XXX.00] per hour.

Attorney acknowledges the receipt of a prepaid fee retainer from Client in the amount of [\$X,XXX.00.] This retainer shall be deposited into the Attorney’s trust account, to be drawn out monthly and credited against fees to be earned by Attorney. Any unused retainer shall be refunded to Client if the matter is concluded prior to the exhaustion of any funds held on retainer. No funds deposited in Attorney’s trust account will earn interest for Client.

Attorney will provide Client, at monthly intervals, an itemized statement setting forth in reasonable detail, all services by Attorney on behalf of Client, and any costs that have been incurred and/or advanced by Attorney on behalf of Client in the above-referenced matter. The invoice will also show the application of prepaid fees to the monthly invoice, and any resulting balances of prepaid fees and/or unpaid fees.

For Client's convenience, Attorney has created a portal through LawPay, a safe and secure credit card portal designed for lawyers, allowing Client to pay bills and replenish retainers online. Client shall not be charged any fee for credit card use, and no fees are deducted from funds deposited into Attorney's trust account.

Further Authorized Use of Credit Card: Upon the exhaustion of the retainer:
Ed. note: Use one or more of the following options, including the blank for client initials

[Option 1: Automatic replenishment of the retainer]

_____ (Initials) Client authorizes Attorney to replenish the prepaid fee retainer by charging an additional amount to the credit card provided by Client as will maintain the retainer at \$ _____.

[Option 2: No automatic replenishment, but authorization for payment]

_____ (Initials) Client authorizes Attorney to pay the outstanding fees and costs each month by charging such amounts to the credit card provided by Client for that purpose.

[Option 3: Neither automatic payment or replenishment]

_____ (Initials) Client agrees to pay the outstanding balance 30 days after the end of month being billed. Client may pay via credit card without any additional fees through LawPay using these links:

To pay or replenish prepaid retainer:

<insert trust account hyperlink>

[Note: Call LawPay's support to help set up these links.]

To pay regular monthly bills:

<insert operating account hyperlink>

_____ (Initials) "No Refund" Policy: Client understands that fees paid with an authorized credit card payment are not subject to a right by Client to a credit card refund or chargeback after legal services are performed. Refunds, when appropriate, shall be paid by check or other electronic transfer from Attorney to Client.