



LAW OFFICES

* + Daniel L. Spanovich
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Admitted to practice in:
* Pennsylvania
+ West Virginia

LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This agreement is made between Daniel L. Spanovich, of Spanovich & Patel, LLC, hereafter referred to as "Attorney," and _____, hereafter referred to as "Client."

2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Attorney to Client are as follows:

3. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Should Client need any other legal services as result of the services provided in the above paragraph, or if Client wishes that Attorney provide any legal services not to be provided under this agreement, a separate written agreement between Attorney and Client will be required.

4. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications.

5. **RESPONSIBILITIES OF CLIENT.** Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts. Client agrees to tell the Attorney if Client receives any letters or papers from the Court or anyone else regarding the legal services described above. Client is to appear at depositions and hearings and testify when requested by Attorney. Lastly, Client agrees not to speak, write any letter or make any telephone calls to anyone involved in the legal services without first discussing such communications with Attorney.

6. **REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of Pennsylvania require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the Client.

Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

7. DISCHARGE OF ATTORNEY. Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. Any funds available at discharge are not to be returned unless otherwise noted in Fee Agreement.

8. WITHDRAWAL OF ATTORNEY. Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of Pennsylvania. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) Client consents, and (b) Client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively.

9. DISCLAIMER OF GUARANTY. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

10. ENTIRE AGREEMENT. This agreement and the attached Fee Schedule contain the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This agreement may be modified only by the execution of a subsequent written agreement signed by all the parties hereto or an oral agreement to the extent that the parties carry it out.

12. ARBITRATION OF MALPRACTICE. In the event a dispute arises between Attorney and Client regarding alleged malpractice in the providing of legal services by Attorney, such disputes shall be resolved in Allegheny County by binding arbitration in accordance with the applicable arbitration rules in the state of Pennsylvania.

13. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement shall be the date when all parties have signed the agreement.

I have carefully read over and fully understand all of the terms of this Agreement, and I bind my legal representative to the terms and conditions that are included in it. I have received a copy of this Agreement.

The foregoing is agreed to by:

Client

Date

Attorney

Date



L A W O F F I C E S

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FEE SCHEDULE

The undersigned agrees to pay a fee in the amount of \$_____, which is non-refundable, which sum is due before above services begin and which shall be applied to the work stated above.

In addition thereto, the undersigned agrees to pay all costs associated with this action, including, but are not limited to, court filing fees, licensing fees, application fees and any other related expenses incurred to provide satisfactory legal services.

I understand that Attorney will begin work on my case when this amount has been paid and that no portion of this retainer fee is refundable to me. I further understand that if applicable, any additional sums accrued in excess of the retainer must be paid no later than ten (10) days after an invoice is sent. *If I do not pay the fees, or costs as agreed, I understand that Attorney will be relieved of any further obligation to represent me or handle this matter.*

I further understand that a 1.5% per month late charge will be imposed on any portion of the balance of fees not paid on the due date established above, and that I will be responsible for any costs and reasonable attorney fees incurred should collection procedures be necessary.

I have carefully read over and fully understand all of the terms of this Fee Schedule, and I bind my legal representatives to the terms and conditions that are included in it. I have received a copy of this Fee Schedule.

Client

Date