

# OLSON & HOGGAN, LLC

Attorneys at Law

130 South Main, Suite 200  
P.O. Box 525  
Logan, Utah 84323-0525  
(435) 752-1551

123 East Main Street  
P.O. Box 115  
Tremonton, Utah 84337  
(435) 257-3885

## CLIENT INFORMATION

DATE \_\_\_\_\_

CLIENT NAME \_\_\_\_\_ SPOUSE'S NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

EMPLOYER \_\_\_\_\_ REFERRED BY \_\_\_\_\_

E-MAIL \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_ BIRTHDATE \_\_\_\_\_

NAME, ADDRESS, AND TELEPHONE NUMBER OF EMERGENCY CONTACT: \_\_\_\_\_

## EMPLOYMENT AND FEE AGREEMENT

Olson & Hoggan, LLC ("O&H") and Client hereby agree as follows:

1. Name of Case: \_\_\_\_\_ Type of Case: \_\_\_\_\_

2. An initial retainer of \$ \_\_\_\_\_ is to be paid by the Client before representation commences. This retainer shall bind O&H not to take a fee from or represent any other person with conflicting interests in this matter. It shall constitute partial consideration for O&H's representation of the Client. O&H may apply the retainer against legal services performed for the Client, and for costs and expenses incurred by O&H; provided, however, that should the matter be settled or should the Client no longer desire to go forward with the matter, any refund of any portion of the retainer shall be made in O&H's sole discretion. The invoice from O&H will reflect one or more of the following billing arrangements:

- (a) O&H's rates of \$ \_\_\_\_\_ per hour per partner time, \$ \_\_\_\_\_ per hour associate time, and \$ \_\_\_\_\_ per hour clerk/paralegal time, subject to change from time to time; and
- (b) additional charges where appropriate to cover the value of services because of:
  - (1) the complexity and difficulty of the matter; and
  - (2) the amount involved and the results obtained; and
  - (3) the time limitations imposed by the Client or by the circumstances; and/or
- (c) a fixed fee of \$ \_\_\_\_\_ for the following services: \_\_\_\_\_

3. Interim invoices will be submitted to the Client from time to time, and all interim invoices shall be due and payable upon receipt. Invoices contain O&H's file retention/destruction policy which is incorporated by reference. All accounts which are not paid in full within thirty (30) days after receipt of the statement shall bear interest on the unpaid balance at the rate of one and one-half percent (1 1/2%) per month. O&H retains its right to withdraw as counsel under any justifiable circumstance, including but not limited to nonpayment of charges. In addition, during the course of representation, O&H may, at its option, require the Client to pay additional sums to the Olson & Hoggan Trust Account in advance to be applied against future legal services and costs. Should Client have any questions, comments, or objections to any invoice, Client must contact O&H in writing within thirty (30) days of the date the invoice is issued to discuss any questions, comments or objections. If Client fails to so contact O&H, Client will have accepted the information contained in the invoice as accurate and reasonable and waive any right to challenge the accuracy or reasonableness of the invoice thereafter.

4. The hourly time charges of O&H include, but are not necessarily limited to: court appearances, telephone conferences, office conferences, legal research, preparation for and attendance at depositions, review of file materials and documents sent or received, preparation for trials, hearings, and conferences with other counsel, travel time, and drafting of pleadings, instruments, correspondence, and office memoranda. The Client also agrees to assume and pay for all out-of-pocket costs incurred by O&H in connection with this matter (e.g., filing fees, witness fees, parking, sheriff's and constable's fees, expenses of depositions, investigation expenses, expert witness fees, copy printing costs, long distance telephone charges, and other expenses incidental to the representation of the Client).

5. The Client understands that in some cases a court may award attorney's fees to one party. Nevertheless, the client is responsible for full payment of O&H's charges. In the event a third party payment is received for the benefit of the Client, the amount, when received by O&H, will be credited against O&H's account with the Client or refunded to the Client, if Client's account is already paid in full and services are completed.

6. The Client agrees to cooperate with O&H in all respects in relation to this matter, including, but not limited to, completely and accurately disclosing to O&H all facts related to the matter, providing O&H with copies of all papers and documents related to the matter, and allowing O&H to conduct all negotiations related to the matter.

**7. THE CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND THAT THE CLIENT HAS READ, FULLY UNDERSTANDS AND AGREES TO BE BOUND BY THIS AGREEMENT.**

Client \_\_\_\_\_

OLSON & HOGGAN, LLC

\_\_\_\_\_

By: \_\_\_\_\_