

PROFESSIONAL SERVICES AGREEMENT
FOR CRIMINAL DEFENSE

This Agreement is made in duplicate on this the _____ day of _____, 20____, between CORBIN & ASSOCIATES, P.C., Attorneys, hereinafter referred to as "Attorney", and _____, thereinafter referred to as "Client".

1) Client is charged in _____ County, TX with the crime of _____ _____.

2) Client wishes to employ Attorney to represent Client in the defense of the above criminal charge(s). No other legal representation is contemplated by either Client or the Attorney, and the Attorney does not, by the representation of the client on the stated matter, agree to undertake any other legal representation for the Client.

3) Attorney agrees to represent Client in the defense of the above criminal charge(s) through **ONE TRIAL ONLY.** Attorney's services to Client dissolve as of the date the charge is dismissed or sentence is pronounced by the trial judge.

4) Attorney's obligations to Client will also be discharged if the above charge is compromised or disposed of without trial. Compromise or disposal without trial includes, but is not limited to, any of the following:

a. Inability of the jury to reach a verdict, where case us tried by jury;
b. Declaration of mistrial;
c. Granting of motion for a new trial;
d. Granting of probation without the imposition of sentence;
e. Ordering of commitment by the Court without the imposition of sentence; or,
f. Charge is dismissed.

5) The fee for Attorney's services rendered shall be in accordance with the below listed retainer fee(s). **Attorney reserves the right to withdraw as Client's Attorney of record and to retain all fees paid for services previously rendered, if the fee set forth below for Attorney's services is not paid in full on or before the date agreed upon.** In the event that payment is not made as specified above, Attorney may, after reasonable notice, withdraw as Attorney of record for the Client. In the event that this Agreement is terminated for any reason by the Client, the fee paid shall be deemed as earned by the Attorney, and no part thereof shall be returned to the Client. **ALL ATTORNEY'S FEES PAID TO CORBIN & ASSOCIATES, P.C. ATTORNEYS ARE NON-REFUNDABLE.**

6) **FEE AGREEMENT:**

Retainer for Plea or Dismissal:_____

Retainer for Jury Trial:_____

Retainer for Trial before the Court:_____

If the case is set for trial before the court or a jury trial, the Client will be billed at a rate of at least $1,500.00 per day or higher at the Attorney's discretion. The Client can be billed at an hourly rate. When the Client's bill exceeds that of the retainer(s) paid to Attorney, the Client will be sent a bill each month. If a bill is not paid within fifteen (15) days of its mailing by Attorney, the Attorney will have the right to withdraw from the case. Attorney's fees cover reasonable expenses relating to the charge(s) listed in paragraph 1 including, but not limited to: Investigation, Preparation of defense, Preparation of exhibits, Fees for expert witnesses, and travel expenses. **ALL ATTORNEY'S FEES PAID TO CORBIN & ASSOCIATES, P.C. ATTORNEYS ARE NON-REFUNDABLE.**

7) The fees set forth in the paragraphs above are not intended to include and do not include the following:

a. Any appellate proceedings, either before or after rendition of judgment or pronouncement of sentence; and

b. Any legal services to be rendered in the filing of extraordinary writs in either State Appellate Courts or Federal Courts, either before or after trial.

8) Attorney reserves the right to associate other counsel, subject to client's approval. If there is an additional cost, payment will be the responsibility of the Client.

9) **Client will advise Attorney in writing of any change of address, phone number and/or employment within ten (10) days of making such change.**

10) Client hereby authorizes Attorney to act as his/her agent in all matters affecting this case including, but not limited to the following:

a. to appear in court on the Client's behalf;

b. to negotiate a proper plea bargain;

c. to waive Client's appearance at any proceedings in reference to this case, if applicable;

d. to request that the trial or settings of this case be postponed and reset and;

e. to waive Client's rights under the Speedy Trial Act of Texas when, in Attorney's sole discretion, Attorney deems such actions proper and in Client's best interests.

11) Client understands that Attorney has made no guarantee about the successful outcome of this case. It is understood by the Client that **NO PROMISES HAVE BEEN MADE AS TO THE OUTCOME OR RESULT OF THIS CASE.** The Attorney has agreed to exercise the best effort and professional care possible that the Attorney cannot and has not made in any representation regarding the outcome of this case.

12) Attorney is not obligated to make any bond for client by reason of this contract.

13) This retainer contains all conditions, provisions, and understandings of the parties. No other agreements, written or oral, exist between the parties, and the parties agree to be bound to the terms of this agreement. This agreement can be modified only by the agreement in writing signed by both Attorney and Client.

14) Information regarding my case and/or copies of documents pertaining to my case may be released to the following individuals:

Name:_____ Name:_____

Relationship: _____ Relationship: _____

Telephone No.: _____ Telephone No.: _____

CLIENT ACKNOWLEDGES THAT HE/SHE HAS READ THE AGREEMENT, UNDERSTANDS ITS PROVISIONS, AND AGREES TO BE BOUND BY IT.

SIGNED this the _____ day of _____, 20____, in _____, TX.
(Location)

x_____ x_____

Client's Signature Attorney or Attorney's Representative

_____

Telephone Number

THIRD PARTY GUARANTOR, If Applicable:

I, _____, have read the above contract and in consideration of the services to be provided to Client by Attorney, I hereby agree to be bound by the provisions of said contract. I hereby guarantee that the money to be paid thereunder will be paid to Attorneys by me if Client does not pay. Attorney's responsibility will be to Client and not to me, but I will see that all payments and conveyances required by the above contract are made and paid in full.

X_____ Date:_____

_____, Third Party Guarantor Relationship:_____
(Printed Name)

REQUIRED INFORMATION BY GUARANTOR

Social Security No:_____ Driver's License No:_____State:____

Address:_____
(City) (State) (Zip)

Telephone No.:_____ Telephone No.:_____