MJ AUSTIN LAW, PLLC
12800 Whitewater Drive, Ste 100
Minnetonka, MN 55343
O: 763-229-0212
mj@mjaustinlaw.com

HOURLY FEE RETAINER AGREEMENT

I, _____,hereby retain the law firm, M J Austin Law, PLLC, to represent me in the matter of:

_____

_____

_____

1. Scope of Representation. I understand that the undersigned attorney will represent me in this matter. If, upon investigation, the attorney determines that further action is not warranted, I will be notified of such finding by first class mail, at which point the attorney's representation will cease, and I will pay for the work performed and expenses incurred to date of withdrawal.

I further understand and agree that the scope of representation is limited to the legal matters described above, that it does not include litigation unless specifically stated above, and that I may not expand the scope or in any way imply to others that the attorney represents me for other matters without first entering into a separate written agreement with the attorney. I understand and agree that the attorney may refuse to represent me for other matters, especially if the matter is one that the attorney believes would create a conflict of interest or involve a frivolous claim, or for which the attorney does not feel qualified or does not have time available.

2. Legal Fees. As and for representation in this matter, I agree to pay legal fees based upon an hourly rate as follows:

Marjorie J. Austin $375.00

plus all costs and disbursements incurred. Fees are to be billed monthly, although I understand that, after my retainer has been exhausted, costs and expenses incurred on my behalf may be billed to me as they are incurred or I may be asked to pay them directly. MJ Austin Law, PLLC reserves the right to adjust legal fees.

3. Retainer Amount and Use. In addition, I agree and understand that a retainer in the amount of $_____ is required before the undersigned attorney or this law firm will commence any action on my behalf. The retainer will be deposited in the attorney's trust account and the attorney will make withdrawals from my retainer as needed to cover legal fees as well as costs and expenses incurred in this case such as the probate court filing fees, service of process fees and publication expenses.

If any portion of this retainer amount remains at the end of the case after all legal fees, costs and expenses have been paid, that excess will be returned.

4. Payment of Fees and Expenses. I agree to pay all statements and bills for legal services or expenses immediately upon receipt of billing, unless otherwise agreed to in writing and signed by Marjorie J. Austin. I understand that the attorney's compensation in this matter is not contingent on the outcome of any lawsuit or negotiations, and I must timely pay fees and expenses billed to me regardless of the final disposition of the matter.

It is understood that payment for fees and expenses shall be made by check or cash from the client unless previously agreed-upon between MJ Austin Law, PLLC and client and, **if paying by credit, a fee of four percent (4%) shall be added to cover such costs.**

5. Attorney's Right to Withdraw. I further agree and understand that, should I default in payment of any fees or expenses, or otherwise fail to provide the attorney with necessary information or documents as requested, the attorney may postpone any additional work, appearances, hearings, or trials and give me written notice of such postponements by first class mail sent to my last known address.

Should I continue to default in payment of fees, costs and expenses, or fail to provide necessary information or documents, the attorney may withdraw from representing me. If the attorney does withdraw from representation, I understand and agree that I am still obligated to pay for any work performed or expenses incurred on my behalf.

6. Appeals. I understand and agree that this Agreement does not encompass or assume any work performed in the nature of any appeal from a finding, judgment, or decision, and that if I wish the attorney to undertake such appeal it will require a new written agreement.

7. Outside Legal Counsel. I understand that in the event the undersigned attorney believes it necessary to obtain outside counsel, such outside counsel will be at no additional cost to me, unless agreed to in writing by me and the undersigned attorney.

8. Discharging the Attorney. I understand that I may discharge the undersigned as my attorney in this matter at any time, with or without cause, by providing written notice to the attorney. Upon discharge, I must pay for the work already done and expenses already advanced by the attorney, according to the terms as stated above.

9. Ownership of Client Material. I understand that all client-supplied materials and all attorney end product (referred to generally as "client material") are the property of the client. Attorney end product includes, for example, finalized contracts, pleadings and trust documents. In the event that I request a copy of client material in my file, I agree to pay reasonable charges for copying and forwarding said contents to my attention.

10. Ownership of Attorney Work Product. I understand that the attorney work product is the property of the attorney. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

11. Disposition of Client Material and Attorney Work Product. I understand that I (or my representative) am advised to keep the client materials in a safe and secure place for at least six (6) years from the date of closing the file. The remainder of the file, including attorney end product will remain in possession of the firm. The attorney shall, consistent with any applicable rules of professional conduct, use her or his discretion as to the retention or destruction of all attorney work product, or end

product. The attorney's file shall be kept no longer than eight (8) years from the date of closing, at which time the firm file will be destroyed, in its entirety, without further notice to me or my representative.

12. Dual Representation. Married spouse may, at times, have different needs, objectives and interests for their estate plan. As such, there may be a conflict with my firm representing both spouses. Information that either spouse provides to me relating to the clients' estate plan cannot and will not be kept by me from the other. However, it is still possible for MJ Austin Law to represent both spouses. In the event this situation is present, enclosed is a more detailed discussion of this issue and a waiver by you so that MJ Austin Law can represent both spouses adequately in developing this estate plan.

Date: _____

_____
Client Signature

_____
Client Signature

I agree to represent the above individual(s), provided that my preliminary investigation of the matter indicates that further action on my part is warranted. If, upon investigation, I find that further action is not warranted or called for, I agree to immediately notify the client by first class mail, at which point my representation shall cease.

_____
Marjorie J. Austin, Attorney