

**HOURLY FEE AGREEMENT**

The following is an explanation of how you will be charged for my representation of you in connection with our legal matter. If any of these provisions do not meet with your approval, or if you have any questions regarding them, you should raise them immediately. In the event you continue to engage my services, these provisions will be binding unless otherwise excepted, in writing. It is my experience that a clear concise statement of how you will be normally billed will enhance our attorney-client relationship. If, however, you have a suggestion as to a more appropriate method, please do not hesitate to bring it to my attention, for it is most important you feel comfortable with our arrangement and feel you are being treated fairly in all respects.

1. We will maintain accurate time records of all our time consumed in connection with your matter.
2. Bills will be rendered as frequently as possible, and the amount of the bill will be based upon the number of hours consumed since the previous bill at a rate of **\$375.00** per hour for Donald J. Weiss, Esquire for legal matters, subject to change from time to time; Thomas A. Dreyer, Esquire at **\$200.00** per hour; Thomas J. Weiss, CPA at **\$182.00** per hour; Kevin Gow, CPA at **\$104.00** per hour; Guy Sileo (public accountant) at **\$125.00** per hour; Richard J. Phillips at **\$250.00** per hour; Beth James at **\$125.00** per hour; Donna Gunia at **\$90.00** per hour; Hollie Palo, Terry Maul and Linda Winfree at **\$75.00** per hour; other staff and paralegals will be billed accordingly.
3. If you have any questions regarding the bill, you will immediately make your request to review our time records and our bill. If you do not question a bill within 15 days of receipt of same, it will then be considered to be accurate and acceptable.
4. A bill will be due immediately upon receipt. If not paid within 30 days, interest will accrue from the date of the bill at a rate of 18% per annum, whether or not that charge is indicated thereon.
5. In the event you fail to pay upon formal demand for payment, and in the event your actions force us to take legal steps, you will indemnify us for all reasonable attorneys' fees, court costs and other costs, plus interest indicate above, which may be incurred in connection with any collection or enforcement litigation.
6. In addition to our hourly rate, you also agree to pay direct costs which we may incur such as filing fees, court costs, appraiser's fees, etc., plus all long distance telephone charges, photocopying costs at \$.20 per copy and any postage in connection with bulk or special mailing or shipping (if not stricken out). Travel time incurred will be charged at the hourly rate indicated above.
7. Whenever under the terms hereto, the liability of the undersigned shall accrue, the undersigned hereby authorizes and empowers any attorney of any court of record to appear for and enter judgment against the undersigned in favor of Donald J. Weiss, Esquire, PC, its successors or assigns, for any sum of money which may be due hereunder, as of any terms, with or without defalcation filed, with interest and costs, and with costs added for collection fees and release of all errors, and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption to be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.
8. In event the services are performed for a corporation or any other entity on your behalf, at your request or with you knowledge, then you agree to guarantee the payment thereof hereunder as if you were the primary obligor.
9. If services are terminated or we are required to withdraw from representation, you agree nevertheless to pay for the work actually performed. Files will be turned over to your designated successor attorney upon recognition of our attorney's lien.
10. This Fee Agreement will apply to all matters for which we represent you and for any organizations with which you are associated. Such matters will include personal, corporate, business, partnership, estate, etc. An additional Fee Agreement will not be necessary for each separate matter. This Fee Agreement shall only apply to hourly rate cases and not contingency fee cases. Unless a Contingency Fee Agreement is signed, all cases will be on an hourly rate.
11. If there are any other conditions which you want added to this Fee Agreement, please do so here; otherwise, the above terms will remain in force.

Rarely do I handle cases on a contingency fee and therefore unless we have a different fee arrangement for a specific case, do not assume that any case is on a contingency fee. All contingency fees are required to be in writing so unless we have it in writing, the fee will be considered to be an hourly rate case.

Very truly yours,  
Donald J. Weiss, Esquire

I hereby acknowledge receipt of an agreement with this Fee Agreement. By signing this Fee Agreement, signator agrees to these terms for any matters handled by the firm either for him individually or for any organization with which he is associated.

NAME (sign and print name) DATE

NAME (sign and print name) DATE

ADDRESS  
SS # \_\_\_\_\_

ADDRESS  
SS # \_\_\_\_\_