Law Office of Mitchell D. Jacobs
918 N. McKnight Road
St Louis, MO 63132
314-942-7999 FAX 314-942-7995

LAWYER-CLIENT FEE AGREEMENT

The Law Offices of Mitchell D. Jacobs, by and through Mitchell D. Jacobs ("Lawyer"), will provide legal services to_____ ("Client"), on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under paragraph 5.

2. SCOPE OF SERVICES. Client hires Lawyer to provide legal services in the following matter: _____.

Lawyer will provide those legal services reasonably required to represent Client. Lawyer will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Lawyer will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

3. CLIENT. The lawyer is representing the Client only in this matter. It is understood by Client and any third party who may be assisting Client financially, emotionally or otherwise, in this matter, that lawyer's duty is to act in the best interest of the Client and lawyer cannot share information about Client's case with anyone other than Client without express permission.

4. RESPONSIBILITIES OF THE PARTIES. Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments that may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Lawyer to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case being prejudiced and may detrimentally affect the outcome of the case. Accordingly, Client agrees to keep Lawyer informed of Client's current address, telephone number and whereabouts. If Client leaves town, for example, to travel on business or vacation, Client agrees to notify Lawyer before leaving of the expected duration of the trip and how Client may be contacted in the meantime.

5. DEPOSIT. Client agrees to pay Lawyer an initial deposit of $_____ before representation is to commence. The hourly charges will be credited against the deposit. The initial deposit, as well as any future deposit, will be held in a trust account. Client authorizes Lawyer to use the money deposited to pay the fees and other charges as they are incurred. Billing statements detailing the charges credited against the deposit will be sent periodically to the client. Withdrawal from the trust account will be made five (5) days after the date of this billing statement. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

Whenever the deposit is exhausted, Lawyer reserves the right to demand further reasonable deposits. Once a trial or arbitration date is set, Client shall pay all sums then owing and pay the Lawyer's fees estimated to be incurred in preparing for and completing the trial or arbitration, as well as the jury fees and court costs or arbitration fees, expert witness fees and other costs likely to be assessed.

Client agrees to pay all deposits after the initial deposit within ten (10) days of Lawyer's request. Any unused deposit at the conclusion of Lawyer's services will be refunded. Client understands that failure to deposit within ten (10) days may result in Lawyer asking for leave to withdraw.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel. Current hourly rates for legal personnel are as follows:

Mitchell D. Jacobs	$300.00/hour
Associates	$150.00/hour
Paralegals	$ 50.00/hour

The time charged will include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each may charge for the time spent. Lawyer will charge for waiting time in court and elsewhere and for travel time, both local and out of town. If a settlement is reached or an award is obtained regarding the Client's matter, then the Client hereby grants the Lawyer the authority and power to apply any portion of the proceeds of the Client's settlement or award towards the Attorney's fees and costs as agreed to herein and to execute and endorse Client's name to checks on the Client's behalf for same.

7. COSTS AND OTHER CHARGES

(a) In General. Lawyer will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Lawyer's actual cost, including prorated ancillary charges.

In-office photocopying	fifteen cents ($.15)/page
Facsimile charges	no additional charge
Mileage	fifty-seven cents ($.57)/mile
Other:	long distance charges as incurred.

(b) Out-of-Town-Travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Lawyer will consult with Client on the selection of any expert witnesses, consultants, etc., to be hired and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Lawyer will send Client periodic statements for fees and costs incurred, upon request by Client. If Client so requests, Lawyer will provide one within ten (10) days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges to be credited against the deposit, Client may notify Lawyer within five (5) days. If any statement carries a balance due, it shall be paid in full within ten (10) days after the date of such statement.

9. LIENS AND ENFORCEMENT. Client hereby grants Lawyer a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Lawyer at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. In the event that Lawyer is not paid completely for the fees due or costs expended as part of his representation of the Client, then and in that event, as part of any resolution, Client shall pay the Lawyer for his time spent in resolving said dispute, through arbitration or otherwise, as additional attorney's fees.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Lawyer at any time. Lawyer may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Lawyer's advice on a material matter or any fact or circumstance that would render Lawyer's continuing representation unlawful or unethical, or disagreement between Lawyer and Client as to the strategies, procedures, or viability of Client's matter. When Lawyer's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Lawyer will, upon Client's request, deliver Client's file, and property in Lawyer's possession whether or not Client has paid for all services. Client understands that to the limited extent lawyer has paid out-of-pocket expenses for items, which have not yet been reimbursed by Client, but has not been reimbursed by Client, Lawyer will be reimbursed for that particular expense before releasing the item.

If you pick up you file or hire another attorney to represent you in the matter for which you engage Lawyer, the attorney-client relationship shall be terminated. Lawyer will maintain Client's file for one (1) year after this matter is concluded. Client may request copies of items in the file at any time during the representation. Upon conclusion of, or after conclusion of this matter, the Client may request the file be returned upon reasonable notice to the Lawyer. One (1) year after the conclusion of this matter, the file may be destroyed without further notice to Client.

11. RESOLUTION OF A FEE DISPUTE. If a dispute concerning fees or expenses should occur during or at the conclusion of this matter, if the Lawyer and Client are not able to resolve the dispute, the parties agree to use the services offered by the Fee Dispute Resolution Program in their jurisdiction provided by The Bar Association of Metropolitan St. Louis. The services provided by the Fee Dispute Resolution Program are offered at no cost to the Lawyer and Client unless either party wishes to be represented by counsel at their own expense. The Lawyer will inform the Client about how to start the proceedings and the differences between mediation and binding arbitration.

If Lawyer and Client agree to binding arbitration, they waive their right to have the fee dispute decided in Court. Binding arbitration does not absolve the Lawyer from liability or limit liability.

By signing below, Client conforms that s/he has read and understands the options that are available should a fee dispute arise, and Lawyer and Client voluntarily agree to participate in the services offered by the Fee Dispute Resolution Program.

12. INTEREST CLAUSE.
If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of twelve percent (12%) per annum.

13. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this agreement and nothing in Lawyer's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Lawyer makes no such promises or guarantees. Lawyer's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Lawyer shall not be a guarantee. Actual fees may vary from estimates given.

14. ENTIRE AGREEMENT. T his Agreement contains 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.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

17. EFFECTIVE DATE. This Agreement will govern all legal services performed by Lawyer on behalf of Client commencing with the date Lawyer first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Lawyer the reasonable value of any services Lawyer may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAWYER FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT. THIS AGREEMENT IS NOT BINDING UNTIL LAWYER SIGNS IT.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

DATED: _____

Client Signature _____

Client Name _____

Address _____

Telephone: _____

DATED:_____

Law Offices of Mitchell D. Jacobs

_____

By: Mitchell D. Jacobs