



BL Speer & Associates

ATTORNEYS AT LAW

*protecting the assets and creations
of businesses and individuals*

FEE AGREEMENT

- SERVICES.** You agree to retain and employ the law firm of BL Speer & Associates, a Colorado limited liability company, 104 South Cascade Avenue, Suite 200 C, Colorado Springs, Colorado 80903-5102, to provide you with legal representation. The parties agree that the legal services provided are not exclusive and that you may seek other legal counsel and that the firm may serve other clientele. Upon request, the firm will provide you with an estimate of fees and costs associated with any particular matter for which the firm may provide you legal representation. The firm will provide you with copies of all relevant and pertinent legal work product performed on your behalf. You understand that the attorney-client privilege applies to all legal services and work product provided to you and to all communications between you and the firm; all of which the firm will treat as confidential and will not divulge to third parties, except as the firm may be required or compelled to do by law.
- RETAINER.** A retainer against fees and costs may be required before legal services will be rendered. All work accomplished and costs incurred shall be charged against the retainer until such time as the retainer has been exhausted. You understand that the advanced retainer may not pay all the fees and costs necessary to complete any particular matter under legal representation and that any estimate of fees or costs provided to you was not a guarantee that the fees and costs for the matter would not exceed the estimate. You agree to pay additional retainers in such amounts as the firm may deem necessary. As mandated by the Colorado Supreme Court, all retainer amounts received from you by the firm will be held in the firm's COLTAF (Colorado Lawyers Trust Account Foundation) Trust Account which is a pooled, interest-bearing insured depository account for funds of clients or third persons that are nominal in amount or are expected to be held for a short period of time. The interest earned on the firm's COLTAF Trust Account is remitted by the financial institution at which the COLTAF Trust Account is lodged directly to COLTAF in support of providing civil legal services for the qualified indigent in Colorado.
- FEES.** You agree to pay to the firm all fees and costs incurred in the course of legal representation. Legal services may be rendered on an hourly rate or fixed fee basis for various matters as the parties may agree from time to time.

You will be charged for legal services, including travel time, in increments of a quarter of an hour. At present, the hourly rate for legal services provided by Brenda L. Speer is \$315.00 per hour for patent matters and \$285.00 per hour for all other matters and by Danette L. R. Lilja is \$245.00 per hour. As applicable, you will be advised of the hourly rate for legal services charged for other staff of the firm. You understand that these rates may change from time to time with or without prior notice. However, it is the practice of the firm to make rate adjustments, if any, on an annual calendar basis and to strive to provide prior notice of the same to its clientele.

4. **COSTS.** You agree that in addition to fees you will be responsible for payment of all costs of legal representation, as applicable, including, but not limited to, fees and costs assessed by third parties, such as filing fees, process fees, appraisal fees, expert witness fees, transcript and deposition fees, illustration fees, patent search fees, trademark search fees and the like. It is the practice of the firm that costs incurred in the ordinary course of business by the firm, such as long distance telephone calls, facsimile transmissions, postage, photocopies and the like, are not assessed; however, should any such costs be or become extraordinary in nature (for example, a large photocopy project), then they may be assessed to you at our cost.

5. **BILLING.** You will be provided with an itemized invoice detailing legal services rendered and costs expended on your behalf. Unless otherwise agreed to by the parties from time to time, all invoices will be in arrears and submitted on at least a monthly basis, if not more frequently as the legal services rendered and circumstances warrant.

6. **PAYMENT.** You agree to remit immediately all payments upon receipt of the billing. You understand and agree that a late penalty of one and a half (1.5) percent per month (18 percent per annum) will be assessed for any balance outstanding after thirty (30) days from the date of the monthly billing. We reserve the right to withdraw from representation and cease all work on your behalf if your account remains unpaid in part or in full for sixty (60) days. You further understand and agree that any balances outstanding after sixty (60) days may be sent to collections. You understand that should you default under the terms of this agreement and if any balances are sent to collections, then you will also be responsible for payment of any and all fees and costs associated with such collection, including legal fees and costs, including pre- and post-judgment expenses of collection, incurred by the firm, whether or not such legal services are provided by the firm itself or outside legal counsel.

7. **TERMINATION.** You may terminate the firm's legal representation of you at any time upon notice. In the event of such a termination, then in accordance with the terms of this fee agreement, you will remain responsible for payment of all fees and costs you have incurred for legal services rendered by the firm through the date, or as a result, of termination. Should you need or request a copy of your file upon termination, the firm reserves the right to assess a fee for providing you with the same.

 You understand and agree that the following may result in the law firm of BL Speer & Associates, within its sole discretion, ceasing legal representation and, if applicable, withdrawing from your case:
 - a. Your failure to make timely payments of retainers or amounts due to the firm;
 - b. Your providing false or misleading information to the firm;
 - c. Your failure or refusal to cooperate with the firm; or
 - d. Your refusal to heed the legal advice provided by the firm.

8. **YOUR FILES.** You authorize us to dispose of your file for a matter no earlier than ninety (90) days, or such longer time as may be required by law for a particular matter, whichever occurs last, after either the completion of our legal services for the particular matter, resolution of the particular matter, or the last work the firm performs for you on all matters. The firm shall not be required to give you notice prior to disposing of your file for a matter. If you want to obtain a file rather than having the firm dispose of it, then you must notify us in

writing. Such notification must be made within sixty (60) days of the time after either the completion of our legal services for the particular matter, resolution of the particular matter, or the last work the firm performs for you on all matters.

9. GENERAL PROVISIONS.

a. **Governing Law, Jurisdiction & Venue.** This fee agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflict of law provisions. The parties agree to be subject to the personal and subject matter jurisdiction and venue of the federal and state courts for the State of Colorado, El Paso County.

b. **Signatures.** The parties agree that execution of this agreement by facsimile signatures shall be valid and binding.

10. **ACCEPTANCE AND AGREEMENT.** Please indicate your understanding of, agreement to and acceptance of all terms of this Fee Agreement by executing the signature block below (sign, date and provide any other applicable information).

(Entity Name)

Signed By: _____

Print Name: _____

Title: _____

Date: _____

Address 1: _____

Address 2: _____

City, State, Zip Code: _____

Phone: _____

Fax: _____

Cell: _____

Website: _____

Email: _____

Entity Type: Corporation LLC Partnership Sole Proprietor

Formation State: _____

Retainer Due: \$ _____