

MEMORANDUM OF AGREEMENT

_____, (attorney) for the law firm of Walk & Murphy, P.L.C. agrees to represent _____ (client) on the following terms:

1. The billing rate will be a rate of One Hundred Sixty dollars (\$160.00) per hour. The parties acknowledge it is impossible to determine in advance the amount of time that will be needed to complete the case. Attorney shall keep full records of the time used for conferences, telephone calls, drafting instruments, research, court time, and necessary travel time. The billing will show the services provided. On client's request, the time spent for services will be itemized.

2. The minimum billing time for telephone calls is one-fifth (.2) hour.

3. Client will be billed monthly. Fees are to be current at the end of each month, including an estimated trial fee. Hearing expenses over the advance estimate will be billed after the matter is finalized and paid within thirty (30) days of billing.

4. "Advances" include, but are not limited to, out-of-pocket expenses such as investigator fees, filing fees, transcripts, long-distance telephone calls, appraisals, court reporter fees, traveling and lodging expenses, consultant fees, expert witness fees, computer service fees, postage and photocopying, charges for records, and charges for the preparation of trial exhibits. Advances will be itemized and billed to client in the same manner as fees. Client acknowledges that although the firm of Walk & Murphy, P.L.C. may make certain advances from time to time, they are not obligated to do so. Advances for significant amounts such as appraisal fees, accounting fees, etc. will be required from client before the services are ordered and the cost is incurred. The firm of Walk & Murphy, P.L.C. is permitted to pay the expenses they decide are appropriate to handle the case except that the firm of Walk & Murphy, P.L.C. will make the effort to discuss such expenditure(s) with client prior to incurring the obligation. Client agrees to pay for the expenses or reimburse the firm of Walk & Murphy, P.L.C. for those expenses which they have paid when client is billed for them. Client understands that client will have to pay expenses regardless of the outcome. Client realizes that the firm of Walk & Murphy, P.L.C. cannot guarantee an outcome.

5. Attorney shall make every effort to keep client well informed as to the progress of client's case.

6. Client shall provide a full and fair disclosure of all information relevant to client's case. Accurate records of client's expenses and damages shall be provided to attorney as soon as possible and updated as needed.

7. Client agrees other members of the law firm of Walk & Murphy, P.L.C. may from time to time represent him/her in his/her case and does not object to such representation, nor does Client object to being billed for such. Client agrees other employees of the law firm of Walk & Murphy, P.L.C. may complete work relevant to Walk & Murphy, P.L.C.'s representation of the client and does not object to such, nor does Client object to being billed for such.

8. Attorney has not guaranteed and cannot and will not guarantee the result of the litigation, and client acknowledges no such representations have been or can be made.

9. Client agrees that a failure to keep payment of fees current, to cooperate with attorney, or to fully disclose relevant information to attorney shall entitle attorney to IMMEDIATELY withdraw at his option.

10. Client acknowledges that if the bill is not timely paid, client will be required to pay a finance charge equal to 1.65% per month on the unpaid balance.

11. No settlement shall be made in this case without client's consent.

12. Client agrees that the firm of Walk & Murphy, P.L.C. may withdraw from representation any time they recommend that client should drop the case or that client should hire other lawyers to handle the case. Client also agrees that the firm of Walk & Murphy, P.L.C. may withdraw if client does not cooperate in the investigation or handling of the case or if the rules of professional conduct which apply to the firm of Walk & Murphy, P.L.C. permit or require them to withdraw.

Dated this _____ day of _____, 20__ , at _____,
County, Iowa.

(Mark Walk or Aaron Murphy)
Walk & Murphy, PLC

(Client)