

# FEE AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your engagement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Fee Agreement (this "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

[PROVIDER / PROFESSIONAL LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PROVIDER ADDRESS] (the "Provider"); and

[CLIENT NAME], of [CLIENT ADDRESS] (the "Client").

The Provider and the Client are each a "Party" and together the "Parties."

**Recitals.** The Client has retained or wishes to retain the Provider to perform professional services. This Agreement sets out how the Provider's fees and expenses are calculated, billed, and paid for that engagement. It is intended to be read together with any separate engagement letter or scope document, which describes the services in detail.

## 1. Scope and Relationship to Other Documents

**1.1 Engagement.** This Agreement applies to the professional services the Provider performs for the Client in connection with [DESCRIBE THE MATTER OR ENGAGEMENT] (the "Services").

**1.2 Other documents.** The scope of the Services is described in [the engagement letter / a separate scope document]. If this Agreement conflicts with that document on the subject of fees or billing, this Agreement controls; on the subject of scope, the scope document controls.

**1.3 Changes in scope.** If the Services change, the Parties will agree in writing on any change to the fee arrangement before the additional work begins.

## 2. Fee Structure

**2.1 Basis of fees.** The Client will pay the Provider on the following basis (select and complete the applicable option):

- **Fixed fee.** A flat fee of [AMOUNT] for the Services described in Section 1.1, payable [ON SIGNING / IN INSTALLMENTS AS STATED IN SECTION 4]. - **Hourly fee.** Time charged at the following rates: [NAME/ROLE — RATE per hour]; [NAME/ROLE — RATE per hour]. Time is recorded in increments of [e.g. one-tenth of an hour]. - **Recurring fee.** A recurring fee of [AMOUNT] per [MONTH / QUARTER] for ongoing Services.

**2.2 Rate changes.** The Provider may adjust hourly rates [no more than once per year / on [NUMBER] days' written notice]. Any change applies only to work performed after the effective date of the change.

**2.3 Estimates.** Any estimate of total fees is a good-faith projection based on the information available and is not a cap unless this Agreement states a fixed fee or an express cap.

**2.4 Minimum or engagement fee.** [OPTIONAL: A non-refundable engagement fee of [AMOUNT] is due on signing to secure the Provider's availability and is separate from fees for Services performed, to the

extent permitted by applicable law and professional rules.]

### 3. Expenses and Third-Party Costs

**3.1 Reimbursable expenses.** The Client will reimburse the Provider for reasonable out-of-pocket expenses incurred in performing the Services, including [e.g. filing fees, courier and postage, travel, third-party reports, and specialist fees].

**3.2 Approval threshold.** Expenses or third-party costs over [AMOUNT] require the Client's prior approval unless reasonably necessary to avoid prejudice to the Client's matter.

**3.3 Markups.** The Provider [DOES / DOES NOT] apply a handling charge to third-party costs. Any such charge is disclosed here: [STATE THE CHARGE OR "NONE"].

### 4. Deposits and Advance Payments

**4.1 Advance deposit.** [OPTIONAL: The Client will pay an advance deposit of [AMOUNT] before the Provider begins work.] The Provider will apply the deposit against fees and expenses as they are incurred.

**4.2 Replenishment.** The Client will replenish the deposit to [AMOUNT] within [NUMBER] days of the Provider's request when the balance falls below [AMOUNT].

**4.3 Handling and refund of deposits.** Deposits and advance payments are held and applied as required by applicable law and professional rules, which vary by jurisdiction. Any unearned portion of a deposit will be returned to the Client at the end of the engagement, except for amounts properly applied to fees and expenses.

### 5. Billing and Payment

**5.1 Invoices.** The Provider will send the Client an invoice [MONTHLY / ON COMPLETION / ON THE SCHEDULE STATED HERE], itemizing fees and expenses for the period.

**5.2 Payment due.** The Client will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date by [ACCEPTED PAYMENT METHODS].

**5.3 Disputed amounts.** The Client will pay all undisputed amounts on time and will notify the Provider in writing of any disputed amount within [NUMBER] days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputes promptly.

**5.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, which governs the maximum lawful interest and varies by jurisdiction.

**5.5 Suspension.** The Provider may suspend the Services on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date, subject to any applicable professional rules.

### 6. Taxes

**6.1 Responsibility.** The Client is responsible for all sales, use, value-added, and similar taxes arising from the Services, except taxes based on the Provider's net income.

**6.2 Stated separately.** Applicable taxes will be stated separately on each invoice where required.

### 7. Termination and Final Accounting

**7.1 Termination.** Either Party may end the engagement as provided in the engagement letter or, if none, on **[NUMBER]** days' written notice, subject to any applicable professional rules governing withdrawal.

**7.2 Final invoice.** On termination, the Provider will send a final invoice for all fees and expenses through the effective date of termination, which the Client will pay within **[NUMBER]** days.

**7.3 Return of unearned amounts.** The Provider will return any unearned portion of a deposit or advance payment after applying it to amounts properly due.

**7.4 Survival.** The Client's obligation to pay for Services performed and expenses incurred before termination survives termination.

## 8. General Provisions

**8.1 No guarantee of outcome.** Fees are charged for the Services performed and are not contingent on any particular result unless this Agreement expressly provides for a contingent fee, in which case the contingent terms are set out here: **[STATE CONTINGENT TERMS OR "NOT APPLICABLE"]**.

**8.2 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**8.3 Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any fee dispute through discussion and, where applicable, any fee-dispute or mediation process required by professional rules in **[STATE]**, within **[NUMBER]** days of written notice.

**8.4 Entire agreement; amendment.** This Agreement, together with the engagement letter, is the entire agreement between the Parties on the subject of fees. It may be amended only by a writing signed by both Parties.

**8.5 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**8.6 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**8.7 Acknowledgment.** The Client has read this Agreement, understands how the Provider's fees and expenses are calculated and billed, and signs it freely.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

### PROVIDER

### CLIENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*