



COONLEY LAW FIRM, PLLC

MONTH-TO-MONTH FEE AGREEMENT

This Agreement, between the Coonley Law Firm, PLLC (hereinafter “Coonley”), an Austin, Texas law firm and _____ of _____ (hereinafter the “Client”) outlines and binds both parties in accordance with the following provisions:

In an effort to set the framework for a workable, friendly, and smooth attorney-client relationship between Coonley and the Client, and to avoid any misunderstandings, the following is an explanation of the legal representation, hourly rates, retainer fees, and billing practices.

1. Legal Representation includes counseling and consultation to provide legal advice and services. This includes without limitation: in person consultations, phone conversations, written correspondence, electronic correspondence, document drafting, document review, legal research, negotiations, and other services that may be requested and agreed upon from time to time that are for the Client’s direct or indirect benefit and for instances when Coonley is acting as an agent on the Client’s behalf.
2. The monthly rate is \$500.00 per month. This amount is due on the first business day of every month and is payable by credit card. This amount is non-refundable, and entitles the Client to four (4) hours of Legal Representation per month by Coonley & Associates. In the event that the Client does not require four (4) hours of Legal Representation in a given month, the remainder of the unrequired time will carry forward. All unused time will expire 60 days following the last day of the month in which the Client is charged. Provided is an example:
January: 1 hour required.
February: 3 hours required.
March: 2 hours required. (January’s 3 unused hours expired on 3/31)
April: 6 hours required. (Use all of April’s hours, 1 February hour, 1 March hour)
May: 7 hours required. (Use all May hours, 1 March hour, 2 hours at the Standard Hourly Rate)
June: 4 hours required. (Use all June hours)
3. The Standard Hourly Rate is \$250.00 an hour. This amount will be billed monthly or in more frequent or at such intervals as Coonley deems appropriate based on its sole discretion. A retainer may be required depending on the nature and extent of the requested representation. The Standard Hourly Rate shall be applied to all services provided to the Client per month after all entitled hours and eligible carry over hours are exhausted.

4. The Client authorizes Coonley to bill the Client's credit card for the monthly rate described in paragraph two above as well as for any direct expenditures incurred for the Client's benefit or for time spent providing the Client with Legal Representation in excess of four hours per month as contemplated by this Agreement. A sample schedule of potential expenditures along with their anticipated costs is attached hereto as **Schedule One**.
5. This Agreement is month-to-month and will renew automatically and continue until it is terminated by Coonley or by the Client as provided for herein. The purpose of this Agreement is to help new businesses get off to a sound legal start. This Agreement will automatically terminate after 12 months unless terminated earlier by either party hereto. All unused hours will expire 60 days following the last day of the month in which this Agreement is terminated.
6. The time required to conduct the Legal Representation on the Client's behalf will be itemized along with any direct, reasonable and necessary, cost advances on behalf of the Client associated with said Legal Representation, and sent to the Client on a monthly basis in the form of an invoice. Should the Client not understand or agree with any item they shall contact Coonley within thirty days of receiving the itemization for a full explanation of the item/s in question. After thirty days it will be deemed that the Client understands and agrees with all items of any given invoice. Coonley is committed to providing excellent service to its clients and stands behind its **Client Guaranty**, a copy of which is attached hereto.
7. The Client may terminate this Agreement by notifying Coonley in writing. If permission to withdraw is required by rules of the Court, Coonley shall withdraw upon permission of the Court.

Coonley may withdraw as counsel for the Client and terminate this contract for any reason by notifying the Client in writing. In the event that Coonley elects to terminate this Agreement, the Client agrees to join in a request to get Court approval for withdrawal in the case that Court approval is needed to withdraw.

All balances due to Coonley at the time of withdraw or termination shall be immediately due and payable, and may be deducted from the Coonley Law Firm's trust account in the event that Coonley holds additional and separate retainer money as contemplated by this Agreement, in lieu of being charged to the Client's provided credit card, at the discretion of Coonley. Any remaining trust account balance shall be promptly returned to the Client as soon as reasonably possible.

8. It is anticipated that the scope of the services that Coonley will perform will be limited to the daily business related legal concerns that the Client may have from time to time in connection with the origination and maintenance of the Client's



business and as defined and contemplated above in its role as providing Legal Representation. Coonley shall undertake each individual item of representation in its sole discretion.

- 9. In the event that the Client's credit card is declined, this Agreement will be suspended for 14 days and Coonley will be under no obligation to incur any expenses on the Client's behalf nor will Coonley be required to provide Legal Representation of any kind except to satisfy eligible carry over hours. If the Client does not provide valid and sufficient credit card information within 14 days of the date its credit card was originally declined, then this Agreement will terminate and Coonley will be under no further obligation except to provide Legal Representation in the an amount not to exceed its obligations based on the Client's eligible carry over hours.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE ABOVE, AND HAVE RECEIVED A COPY OF THIS MONTH – TO – MONTH FEE AGREEMENT.

Dated this ___ day of _____, 2015, in Travis County, Texas.

 (Name) , Client
 Position
 Business

 John E. Coonley II
 Managing Partner
 Coonley Coonley Law, Pllc

Credit Card Number: _____
 CCV: _____
 Expiration Date _____
 Billing Zip Code: _____