

**NEW HAMPSHIRE  
CRIMINAL DEFENSE - FIXED FEE AGREEMENT**

I, \_\_\_\_\_, of \_\_\_\_\_, the "Client," hereby agree to retain \_\_\_\_\_ of \_\_\_\_\_, the "Attorney/Firm," in connection with the defense of the Client on the following criminal charges, or potential criminal charges: (insert specific charges, complaint, or indictment numbers, and court(s) involved)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that the representation will include handling the following matters, and at the following court levels (insert "yes" or "no"):

_____ Grand Jury	_____ Revise and Revocation
_____ Trial	_____ Superior Court
_____ District Court	_____ Motion
_____ Arraignment	_____ Pretrial Conference
_____ Post Trial	_____ US District Court
_____ Probable Cause Hearing	_____ Other
_____ Bail	_____ All Appeals

1. The Client shall pay to the Attorney for all services rendered in regard to the above matter(s) the sum of \$\_\_\_\_\_, payable as follows: \_\_\_\_\_

\_\_\_\_\_.

(one payment, timetable, etc.).

2. In addition to legal fees, all costs in connection with the representation of this matter shall also be paid by the Client. Examples of these costs and out-of-pocket disbursements which the Attorney may make in connection with this matter are, without limitation, filing fees, witness fees, expert witness fees, travel, sheriff's fees, deposition expenses, transcript expenses, investigation, copies, telephone calls and other incidental expenses. With regard to such out-of-pocket disbursements, the Attorney agrees to obtain the Client's prior approval before incurring any single cost or disbursement in excess of \$\_\_\_\_\_ and incurring total costs in excess of \$\_\_\_\_\_. Photocopies will be charged at a rate of \_\_\_\_\_, facsimiles at a rate of \_\_\_\_\_, and mileage at a rate of \_\_\_\_\_.

3. If the Client does not make payments as required under this Agreement, or if the Client has misrepresented or failed to disclose important facts to the Attorney, or if the Client unreasonably fails to follow the Attorney's advice, then the Attorney is entitled to apply to the court for leave to withdraw from the handling of the case. If any of these events occur and leave is granted, and if the Attorney elects to withdraw, the Client shall promptly arrange for a substitution of counsel. In the event of termination or withdrawal:

- (a) **The Attorney shall retain the full fee paid;**
- (b) **There shall be an accounting by the Attorney of legal services rendered on an hourly basis at the rate of \$\_\_\_\_\_ and expenses and fees paid;**
- (c) **Any other provision the Attorney and Client can agree upon consistent with the Rules of Ethics.**

**(Attorney should select one from a, b, c above.)**

All amounts owing by either party shall be paid to the other within thirty (30) days.

4. If the relationship is terminated by the Client, or the Attorney withdraws for the reasons stated above, and there are any amounts owing to the Attorney, the Attorney shall have a lien to the extent recognized by law, upon all the Client's documents, property, or money in the Attorney's possession for payment of all amounts due. If it is necessary to file suit for the collection of any amounts due from the Client under this Agreement, the Client shall pay the reasonable Attorneys' fees, together with court costs for this collection.
5. If the Attorney is discharged by the Client prior to the conclusion of this representation, the Attorney is entitled to be then compensated for the services rendered to the client up to the time of discharge, and for his or her reasonable expenses and disbursements.
6. The Attorney may in his or her discretion employ any associate counsel and/or paralegal within his or her law firm at the Attorney's own expense to assist in preparing the case and representing the client.
7. The Attorney and Client state that the Attorney has made no promise or guarantee as to the successful resolution or eventual outcome of the criminal charges or potential criminal charges and that this agreement is not based upon any such promises or anticipated results.

**CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION , APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN PARAGRAPH 1 IS PAID IN FULL.**

We, the Client and the Attorney/Firm, have read this Fee Agreement and agree to its terms and have signed it as our free act and deed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Attorney/Firm

**THE CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU, SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.**