

MICHAEL T. CHULAK & ASSOCIATES

A LAW CORPORATION

30343 Canwood Street, Suite 203, Agoura Hills, CA 91301

818/991-9019 FAX 818/991-5077

www.MTCLaw.com

www.HOAQandA.com

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Fixed Fee Agreement - CC&Rs Restatement

This document (Agreement) is the written fee contract that California law requires lawyers to have with their clients (Client). Michael T. Chulak & Associates, A Law Corporation (Attorney) will provide legal services to you, on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this Agreement and pay the initial deposit, if any, called for under paragraph 4.
2. **SCOPE OF SERVICES.** You are hiring us as your attorney to draft Restated CC&Rs for your homeowner association. We will take reasonable steps to keep you informed of the progress of the matter and will respond to your inquiries.
3. **CLIENT'S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, to pay our bills on time, and to keep us informed of your address, telephone number and whereabouts.
4. **DEPOSIT.** You agree to pay us an initial deposit of \$_____, to be returned with this signed Agreement. We will hold this initial deposit in a trust account. You hereby authorize us to use that deposit to pay attorney fees incurred plus the expenses incurred under this Agreement. Any unused and unearned deposit at the conclusion of our services will be refunded.
5. **ATTORNEY FEES, COSTS AND BILLING PRACTICES.**
Client agrees to pay for legal services, a fixed fee in the amount of \$_____ payable as follows:
 - 50% upon start
 - 50% upon completion of document

In addition to paying legal fees, Client shall reimburse Attorney for all costs incurred by Attorney on behalf of Client, including but not limited to photocopy services, recording fees, notary fees, postage, messenger and delivery fees, in-office photocopying at \$.25 per page, and any other required expenses.

6. **NEGOTIABILITY OF FEES.** The attorney fees set forth above are not set by law, but are negotiable between an attorney and client.
7. **BILLING STATEMENTS.** We will send you periodic billing statements for attorney fees and costs incurred in connection with this matter. Each statement is to be paid in full within 10 days after the date of such statement. You may request a statement at intervals of no less than thirty days. Upon your request, we will provide a statement within ten days.
8. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, upon written notice to us, and we will immediately after receiving such notice, cease to render additional services. Such a discharge does not, however, relieve you of the obligation to pay any legal fees and costs incurred prior to such termination and we have the right to recover from you the reasonable value of our legal services rendered from the effective date of this Agreement to the date of discharge including reimbursement for any expenses incurred on this matter.

Initials: _____

In the event of discharge or withdrawal, Client shall reimburse Attorney for the costs of duplicating any file materials provided to Client.

We may withdraw from representation of you with your consent or upon reasonable notice to you.

9. **CONCLUSION OF SERVICES.** When our services conclude, all unpaid charges will immediately become due and payable. You authorize us to use any funds held in our trust account as a deposit against attorney fees and costs for such unpaid charges. After our services conclude, we will deliver any funds or property of yours in our possession. Client authorizes and instructs Attorney to destroy all file materials after four years have elapsed from the conclusion of services.
10. **DISPUTES.** In the event that any suit is instituted concerning or arising out of this Agreement, each party shall pay all of such party's costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each and every such action, suit or proceeding, including any and all appeals or petitions therefrom. Any suit filed shall be in Los Angeles County. Venue shall be the court closest to Attorney's office.
11. **EFFECTIVE DATE.** This Agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

MICHAEL T. CHULAK & ASSOCIATES
A Law Corporation

Initials: _____

I/We have read and understand the foregoing terms and agree to them. If more than one party signs below, we agree to be liable jointly and severally for all obligations under this Agreement. By signing this Agreement, I/we acknowledge receipt of a fully executed duplicate of this Agreement.

Date: _____

Client Signature: _____

Client Name: _____

Address: _____

Day Telephone: () _____

Home Telephone: () _____

Fax: () _____

Cellular Telephone: () _____

E-Mail: _____

Date: _____

Client Signature: _____

Client Name: _____

Address: _____

Day Telephone: () _____

Home Telephone: () _____

Fax: () _____

Cellular Telephone: () _____

E-Mail: _____

Date: _____

Client Signature: _____

Client Name: _____

Address: _____

Day Telephone: () _____

Home Telephone: () _____

Fax: () _____

Cellular Telephone: () _____

E-Mail: _____

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& ASSOCIATES**

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