
CONTRACT TO HIRE ATTORNEY

This Agreement is made by and between _____, referred to as **Client**, and *LAW OFFICE OF EDWARD J. BAILEY, Edward J. Bailey*, of 155 Franklin Road, Suite 137, Brentwood, Tennessee, 37027, referred to as **Attorney**.

The parties agree as follows:

SECTION 1: Purpose of Employment

Client employs Attorney to represent Client as Client's Attorney at Law in the matter of _____ and other matters reasonably connected with such matter.

SECTION 2: Attorneys' Fees

For services rendered under this Agreement, Client shall pay to Attorney an agreed fee as follows: _____.

Unrelated legal services rendered at the request of Client shall be billed at prevailing rates. Quoted fees do not include cost of travel, if necessary, or personal appearance by attorney. In the event recourse is sought in a federal court, Attorney shall be entitled to attorney fees, if any, awarded by such court.

SECTION 3: Costs of Action

(a) In General. We may incur various costs and expenses in performing legal services. If so, Client agrees to pay for those costs and expenses paid to third parties on Client's behalf in addition to the agreed fees. The costs and expenses commonly include process server fees, fees fixed by law or assessed by courts and other agencies such as the Immigration and Naturalization Service, Immigration Court, and/or Board of Immigration Appeals, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, or other expenses beyond those normally incurred in the operation of our office.

(b) Out-of-Town Travel. In the event such travel is necessary Client agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by our personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

SECTION 4: Associate Counsel

Unless otherwise restricted by Client, Client agrees that Attorney may employ associate counsel to assist Attorney in the preparation and advocacy of the Client's case, at Attorney's expense.

SECTION 5: Substitution or Discharge of Attorney

Attorney shall be entitled to Attorney's full fee for services rendered. However, Client may discharge or "fire" Attorney at any time before Attorney has completed the services for which Attorney is employed. Attorney may withdraw with Client's consent or upon failure of Client to pay legal fees or expenses, or because of any fact or circumstance which renders continuing representation unlawful, unethical, or otherwise impossible.

SECTION 6: Conclusion of Services

When services are concluded, all unpaid charges will immediately become due and payable. Any unused funds or other property will be returned and, upon Client's request, Client's file will be delivered to the Client at Client's expense.

SECTION 7: Pledge of Diligence/Disclaimer of Guarantee

Immigration Law is subject to continuing political debate and interpretation which at times results in changes in the law, its interpretation, application, and procedures. Accordingly, nothing in this Agreement and nothing in Attorney's statements can be construed as a promise or guarantee about the outcome of any matter. No one is able to make such promises or guarantees. However, Attorney pledges professional diligence on behalf of Client. As part of professional diligence, Attorney participates regularly in continuing legal education on the subject matter and is an active member of the American Immigration Lawyers Association.

SECTION 8: Power of Attorney to Execute Documents

Client grants to Attorney a power of attorney to execute all documents which Attorney may properly execute in the course of Attorney's representation of Client.

SECTION 9: Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.

SECTION 10: Acceptance of Partial Payment

Attorney agrees to perform all of the services described in this Agreement for the compensation provided above. Attorney's acceptance of any partial payment not fully satisfying such compensation shall in no way constitute a waiver and satisfaction of monies due to Attorney.

SECTION 11: Entire Agreement

This Agreement constitutes the entire agreement between Client and Attorney and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION 12: Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if memorialized in a writing signed by each party or an authorized representative of each party.

SECTION 13: Dispute Resolution

In the event of any disagreement arising out of the representation and/or compensation subject of this Agreement, the parties agree to resolve their disagreement through mediation and/or arbitration utilizing recognized procedures such as those specified by the American Arbitration Association.

SECTION 14: Duty to Inform

Client agrees to inform Attorney of any change of address and phone number and to provide copies of any correspondence received or sent to the Immigration and Naturalization Service, Immigration Court, and/or Board of Immigration Appeals.

In witness whereof, each party to this Agreement has caused it to be executed on the date indicated below.

Edward J. Bailey, Attorney

Client

Date

Date

Co-signed by any other party acknowledging responsibility for legal fees:

Signature

Date

If client is assisted by a translator, then translator should sign and complete the following:

CERTIFICATION OF TRANSLATOR

This is to certify that I am familiar with both _____ and English languages and that I have provided a full and fair translation of the above to the client.

Signed

Date

Print Name

Address

Telephone Number