

J. A. Kruse Law Firm

John A. Kruse, Jr., JD
Attorney at Law
Ohio Supreme Court No. 0015134

20 High Street, Suite 129
Hamilton, Ohio 45011

Ph. 513.867.8111
John.kruse@fuse.net

Fee Agreement

Client:

File:

The Client(s) request the legal services of John A. Kruse, Jr., Esq. (Attorney) for representation concerning business, tax and/or estate planning, and other related issues as more fully defined for each respective party as set out in the engagement letter. Mr. Kruse provides these services as an Ohio licensed attorney.

Fee

Regular Attorney Rate	\$150 per hour
Special Rates/Legal Specials	
Internet Simple I-Will Special	\$225 per person
Basic LLC Package - Ohio	\$495
Basic Will with Bequests & Enhanced Powers of Attorney, Healthcare Power with Special Provisions, Living Will	\$395 per person
VA Aid & Attendance Benefit Revocable Trust & Will	\$700 per person
Revocable Trusts – provisions vary according to needs	Start at \$750
Clerical Rate	\$30 per hour
Mileage & travel	\$0.55 per mile

Time is billed in increments of 1/100th of an hour (0.50 = 30 minutes). There may be out of pocket expenses in addition to the fees for filing fees, recording deeds and other titles, as well as the costs of other third party providers such as CPAs, TPAs and others as needed based on your assets and objectives. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you.

Expenses

In addition to fees for legal services, Attorney is entitled to payment or reimbursement for costs and expenses incurred for services as appropriate for the type of representation.

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These expenses include but are not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, and air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs and filing fees.

Client agrees that he/she/they is/are responsible for the expenses relating to this representation, and agree to pay them promptly.

Unless other arrangements are made at the outset, fees and expenses of other advisers, professionals, appraisers or service providers will not be paid by Attorney and will be the responsibility of, and billed directly to, the Client.

Amount Due

Initial Retainer. To start our relationship and representation, Attorney requires an initial deposit. The retainer amount, which is a minimum of \$500 or the cost of the service if less than \$500, will be set out in the engagement letter.

Monthly Invoice & Payment on Completion. Because of the nature of certain representations may extend over several months, you may receive a monthly invoice based on accumulated hours or the completion of certain parts of the total project.

All invoices are due ten (10) days after receipt. Interest at the rate of seven percent (7%) per month will be added to the balance due on amounts which remain unpaid ten (10) days or more.

Staffing/Disaster Plan

I may use my discretion in staffing, to provide services in the most economical manner possible. Since I am a sole practitioner, I have arranged for a good friend and partner in the Ohio law firm of Drew & Ward, Mark W. Jordan, to assume responsibility for my cases in the event anything happens to me. That way there is a licensed attorney to handle your legal matters who knows me and my work product. This arrangement is designed to protect you, my client, if I should unexpectedly pass on or become incompetent.

Withdrawal from Representation

Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this Fee Agreement by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

You should be aware of an ethical requirement imposed on all Ohio licensed attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court.

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No Guarantee or Warranty

The outcome of negotiations and litigation, or subsequent changes in the law, is subject to factors which cannot always be foreseen; therefore, it is understood that Attorney has made no promises or guarantees to Client concerning the outcome of this representation and cannot do so. Nothing in this agreement shall be construed as a promise or guarantee. ***Attorney relies on the facts and information provided by Client in creating documents, drafting agreements and formulating tax and planning strategies.***

Joint Representation/Conflicts

When representing a husband and wife, or two or more business associates and/or their business entity, the opportunity for a conflict between the parties may exist. Spouses may disagree over how to distribute their estate and who to designate as beneficiaries. Business associates may have different agendas, legal issues or personal issues that conflict with their business entity.

To resolve these conflicts, Attorney requests that you agree to allow him to disclose all conversations and confidential matters of one spouse with the other spouse (or business associates/entity) – in other words, full disclosure to each of you – no secrets between us. You must agree to waive any known, implied, apparent and disclosed conflicts to complete the engagement of Attorney's services.

If you believe that you may have a previously undisclosed conflict or concern, please advise Attorney immediately. It may be necessary for Attorney to withdraw completely, or to represent only one party.

This Fee Agreement pertains only to legal services rendered, and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorney. Any other matter will require a separate Fee Agreement and/or letter of representation.

Agreed to by:

Client: _____

Date: _____

Client: _____

Date: _____