

CONTRACT OF EMPLOYMENT

This agreement is between _____ ("Client") and **F. Edward Brown** ("Attorney"), Attorney at Law.

1. Client hereby employs F. Edward Brown for representation in the matter of State of Texas v. _____ wherein Client is charged with the offense of _____
_____ in _____ County, Texas.

2. In consideration of the representation provided by Attorney in this case, Client agrees to pay a fee as set out below:

Client agrees to pay a fee for the trial of this case, including preparation, filing, presenting pretrial motions, guilty plea or trial before the court or jury and sentencing, if any, in the amount of \$_____, payable _____. If it is necessary to have a re-trial because of a hung jury or mistrial on the charge, Client agrees to pay an additional fee of \$_____ for re-trial of this case or seek another lawyer.

3. It is expressly agreed and understood that the above fee does not include:

- a. Any appeal which may be taken to a Court of Appeals or to the Court of Criminal Appeals, nor does it include a petition for discretionary review to the Court of Criminal Appeals or any other form of appellate review, whether in state or federal court;
- b. Any expenses necessary to prepare and investigate the case and does not include any of the expenses of preparing the record for appeal;
- c. A retrial of the case if, for any reason, the case must be retried.

4. It is expressly agreed and understood that the above fee does include:

- a. A preliminary investigation into the facts and circumstances of the case, legal research, and advice to Client regarding the case;
- b. A plea of guilty or no contest to the charges or to some lesser included offense that disposes of the charges;
- c. Preparing for and defending Client in a trial before a jury or the Court on the charge or charges, if the above fee set out above is paid promptly by Client.

5. Attorney may employ experts and investigators to assist in the defense of the case. All such experts and investigators shall report directly and exclusively to Attorney.

6. It is agreed and understood that various expenses may be incurred in the defense of the case. These may include, but are not limited to, travel expenses, fees paid to investigators and experts, witness fees, costs of preparing a reporter's record, and other court costs. These costs and expenses will always remain the ultimate responsibility of Client. Attorney may pay any of these costs, but all costs advanced by Attorney will be promptly repaid to Attorney by Client and are payable when billed to Client, in addition to the fee set out in this agreement.

7. Attorney may, at Attorney's discretion, employ associate counsel at no additional charge to Client.

8. **Client agrees to promptly inform Attorney of all changes in Client's address or**

telephone number, as soon as such changes occur.

9. Client further agrees to keep all appointments with Attorney and, if an unexpected event occurs that prevents Client from keeping any appointment, agrees to immediately notify Attorney when an appointment cannot be kept.

10. Client agrees to attend any and all court dates, court hearings, and other official appearances in connection with the charges in this matter. Client further agrees to immediately inform Attorney of anything that will prevent Client from attending scheduled court dates or appearances.

11. ***It is agreed that, in the event payment is not made as specified in this agreement, Attorney may withdraw from representation of Client and will owe no further duty as attorney for Client. It is further agreed that in the event Client fails to appear for one or more appointments with Attorney or fails to appear on time or fails to appear at all for one or more court appearances or hearings, Attorney may withdraw from representation of Client and will owe no further duty as attorney for Client. Notice of intent to withdraw and a copy of any motion to withdraw filed with any court shall be given by certified mail, return receipt requested, 10 days in advance to Client at Client's address set out below.***

12. Attorney agrees to use Attorney's best professional judgment in advising Client in regard to this matter. Attorney further agrees to represent Client to the best of Attorney's ability, within the limits of the law and professional ethics.

13. It is expressly agreed and understood that **NO PROMISES OR GUARANTEES** as to the outcome of the case have been made to Client by Attorney. It is further expressly agreed and understood that no other representations have been made to Client, except for those set out in this Employment Contract.

14. Client acknowledges receiving a copy of this Employment Contract on the date shown below.

SIGNED _____.

Name: _____
Address: _____
City and Zip Code _____
Phone: _____
Client

LAW OFFICE OF F. EDWARD BROWN
P.O. Box 1782
Belton, Texas 76513
Tel: (254) 899-8164
Fax: (254) 549-2411

By: _____
F. Edward Brown
Attorney

I hereby acknowledge receipt of \$ _____ in attorney's fees on _____, 20____.

Attorney F. Edward Brown