

Law Office of Jason Cleckner, LLC

Maryland and D.C. Criminal and Serious Traffic Defense

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ROCKVILLE (Mailing Address): 110 North Washington Street, Suite 400, Rockville, Maryland 20850

COLLEGE PARK: 9601 Baltimore Avenue, Suite 203, College Park, Maryland 20740

ATTORNEY-CLIENT AGREEMENT

This agreement is entered into this _____, 20____ in the State of Maryland, by and between the Law Office of Jason Cleckner, LLC ("Attorney") and _____ ("Client").

1. **CONDITIONS.** This agreement will not take effect, and Attorney will not have the obligation to provide legal services until Client returns a signed copy of this Agreement to and pays the described deposit or retainer fee to Attorney. This Agreement is the entire agreement between Attorney and Client, and no other modifications, oral or written, will have any affect on this agreement.
2. **SCOPE AND DUTIES.** Client Engages Attorney to provide services in the following case:

_____ in the _____ Court and _____ MVA.

- A) This agreement includes all matters involved in the representation of the Client as a Defendant in the above-stated criminal and/or traffic case from arraignment through original disposition in said court. The representation **does not** include any kind of post-judgment relief whether it be by motion, appeal, new trial, or otherwise, nor does it include any service for violation of probation.
 - B) Attorney shall provide the above services, shall take reasonable steps to keep Client informed of the progress of the case, and shall respond to Client's inquiries within 48 hours. Attorney agrees to notify Client promptly of all significant developments and to consult with Client in advance as to any significant decisions. Client shall be truthful to Attorney, cooperate with all of Attorney's reasonable requests, and notify Attorney in writing of all changes in address, phone number, whereabouts, necessary evidence, witnesses, and any other developments relevant to the case.
3. **LEGAL FEES AND EXPENSES.** Client and Attorney agree to the following legal fees:

A) Flat rate of \$ _____ (_____ dollars) to handle the above District, Circuit, or Superior Court case ONLY. If applicable, there shall be an additional fee of \$ _____ (_____ dollars) which must be received before Attorney will enter his appearance in the Circuit Court / MVA (*CIRCLE ONE*).

B) The first \$ _____ (_____ dollars) is to be paid before Attorney will enter his appearance in your case.

C) All above fees paid cover retainer of Attorney's services on court dates, fees for Attorney entering his line of appearance, filing necessary motions, notices, and discovery requests, and any other necessary steps in the case, and Client specifically agrees that said fees become immediately earned upon receipt and will be deposited into Attorney's operating account. Any funds other than attorney fees will be held in escrow.

D) Any **dishonored payments**, bad checks, declined and/or charged back credit cards shall be subject to a \$50.00 (FIFTY DOLLAR) fee. Attorney will move to strike his appearance from your case, and any further payments must be made in the form of cash, money order, or bank/cashiers check before Attorney will complete any work on your case. **Delinquent accounts** will be billed, with principal and an annual interest at a rate of 18%, compounded monthly, and if legal, court, or other action is taken, Client will be responsible for the payment of reasonable attorney fees and court costs, whether or not Attorney retains outside counsel to prosecute a violation of failure to pay on this contract.

4. COVENANT OF PARTICIPATION. Client agrees that failure to provide material information that is critical to representation by Attorney in this matter whether intentional or not, or any new arrests or convictions during the pendency of the instant case(s), which would affect the strategy of the Attorney, any defense, or Client's possible sentence may result in an increase in Attorney's fees or withdrawal from representation.

The flat-fee associated with this case includes representation and all of Attorney's expenses including travel, regular copying, printing, phone calls, and mailing fees, but does not include **discovery fees (up to \$22 in Montgomery County and \$5 or more in Howard County)**, expert witness fees, private investigators, obtaining Maryland MVA driving records, the cost of courtroom technology rental for use at trial, court costs, filing fees, fines, probation fees, or any other costs, for all of which the Client will be solely responsible for payment.

With Client's advance payment, Attorney may retain such other counsel, investigators, and expert witnesses as may be deemed necessary, at the Client's sole expense. Client agrees that Attorney has provided you, in writing, with steps that you are responsible for taking to improve your chances for a favorable resolution to your case. Such steps include, but are not limited to, entering alcohol or drug treatment classes, completing pre-court community service hours, obtaining a valid drivers' license or vehicle insurance, and paying any restitution.

Payment in full of the agreed upon legal fees must be received by Attorney no later than **TEN (10) DAYS** prior to trial. Attorney reserves the right to withdraw his appearance if the Client fails to make a payment in full in accordance with this Agreement. Attorney makes no warranties or representations concerning the favorable outcome of any legal action that may be litigated. The Client is responsible for notifying Attorney, in writing, of any changes in address, phone number, employment status, and receipts of court notices. Any failures by Client to complete before any court date any programs recommended by Attorney which require a postponement for Client, and/or any failures to appear in court, regardless of the reason, which cause Attorney to be present in court without Client, will result in a \$250.00 surcharge.

IMPORTANT: YOU ARE RESPONSIBLE FOR KEEPING ME UPDATED, IN WRITING, WITH YOUR **ADDRESS AND TELEPHONE NUMBER(S)**. FAILURE TO DO SO MAY HAVE A **NEGATIVE RESULT ON MY ABILITY TO PROPERLY HANDLE YOUR CASE AND MAY LEAD TO AN UNFAVORABLE RESOLUTION.**

PAYMENT PLAN:

Client made a payment of \$ _____ on _____ by _____. The next payments are due as follows: \$ _____ due on _____, \$ _____ due on _____, \$ _____ due on _____, and \$ _____ due on _____, \$ _____ due on _____.

ACCEPTED BY:

Signature of Client DATE

Jason Cleckner, Attorney DATE

Print Name

Street Address

City, State, ZIP

Home Tel. | _____
Work/Cell Tel.

OFC USE	<input type="checkbox"/> Line/Dsc	<input type="checkbox"/> Interpreter	<input type="checkbox"/> Breath/Drug	<input type="checkbox"/> Mot	<input type="checkbox"/> Cal	<input type="checkbox"/> Outlook C+C	<input type="checkbox"/> Intake	<input type="checkbox"/> Welcome Ltr	<input type="checkbox"/> Clt Copy
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