

## CLIENT FEE AGREEMENT

1. The Town of Natick, Natick Board of Selectmen, c/o Melissa Malone, Town Administrator, 13 E Central Street, Natick, MA 01760 (the “Client”), hereby agrees to retain the Law Firm of Mead, Talerma & Costa, LLC, 30 Green Street, Newburyport, MA 01950 (the Firm), in connection with:

Draft and negotiate various contracts for municipal services including compensation and appropriate consideration for same. Work to include research, drafting, negotiations and participation in various meetings.

2. Legal services actually performed by the Firm for the Client shall be charged at the following hourly rates:

Partners:	\$210.00 per hour
Associates:	\$200.00 per hour

3. The client has not provided the Firm with a retainer. Interim billings will be submitted to the Client from time to time, and said interim billings will be paid in full by the Client within thirty (30) days of their date.

4. The Client understands that it has the right to consult with another lawyer in connection with any of the terms of this agreement prior to signing it.

5. The Firm’s internal costs, such as telephone services, utilities, and clerical assistance, are not billed to the Client. Nor are standard mailing fees or routine copying costs charged to the Client. Filing fees, the cost of bulk copying and extraordinary mailing fees (e.g. certified mailings, overnight mailings), recording costs, and costs for other similar items will be billed on a direct basis to the Client. Expert consulting fees, title examinations, and costs for stenographic transcripts shall also be the responsibility of the Client. If a particular charge is substantial, we may request that you pay it directly to the vendor or reimburse us immediately. The Firm agrees to obtain the Client's prior approval before incurring any disbursement in excess of \$1,000.00, except with regard to the expenses of noticed depositions. The Client agrees to pay for all of said out-of-pocket expenses within thirty (30) days of the date of any bill of statement of account for said out-of-pocket expenses.

6. It is understood and agreed that the hourly time charges for legal services include, but are not

limited to, the following: court or agency appearances; travel; conferences; telephone calls; correspondence; legal research; preparing for and conducting depositions; preparation of pleadings and memoranda; reading and reviewing file materials; preparation for agency, pre-trial hearings, and trial; and post-trial proceedings. Telephone calls and correspondence shall be billed also at a minimum rate of two-tenth (2/10's) of one hour.

7. The Firm shall not at any time be required to continue to represent the Client unless all of the Firm's prior bills have been paid when due. In addition, the Firm shall not be required to represent the Client at trial unless the Client has paid to the Firm a retainer to cover the reasonably expected fees and expenses of trial required by the Firm.

8. In the event that the Firm ceases to represent the Client and the Client owes an outstanding indebtedness to the Firm, the Firm shall return to the Client all papers, documents and tangible materials which the Client furnished to the Firm, if requested by the Client. The Client is not entitled to any other items such as investigative reports, depositions, or the lawyers' work product, unless said items have been paid for.

9. It is understood and agreed that interim bills, and the final bill, to be rendered by the Firm shall, in addition to reflecting the time expended, take into account the factors prescribed by the Supreme Judicial Court to be considered as guides when determining the reasonableness of fees for legal services, including the following:

- (a) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (b) the fee customarily charged in the locality for similar legal services;
- (c) the amount involved and the results obtained;
- (d) the time limitations imposed by the Client or by the circumstances;
- (e) the nature and length of the professional relationship with the Client;
- (f) the experience, reputation and ability of the lawyer or lawyers performing the services.

10. The foregoing represents the entire agreement between the Firm and Client. By signing below, Client acknowledges that it has carefully read this agreement, understands its contents, and agrees to be bound by all of its terms and conditions; that the Firm has made no representation to the Client as to the likelihood of the outcome of any proceeding now pending or to be brought by or against the Client; and that the Client believes this agreement to be fair and reasonable.

12. The Firm will retain the Client's file for six (6) years following the close of the Client matter. After that time the Firm will destroy the Client File. All originals will be provided to the Client during the representation of the Client. Once the matter is closed and the file is stored, there will be a \$100 fee to pull and provide the Client File to the Client.

Date:\_\_\_\_\_

The Town of Natick  
Board of Selectmen

By: \_\_\_\_\_  
Its: Chair

By:\_\_\_\_\_

Lisa L. Mead, Esq.

\_\_\_\_\_  
Town Accountant