



200 Towne Village Drive ♦ Cary, NC 27513 ♦ Phone: 919-467-4100 ♦ Fax: 919-467-8840

**NEW CLIENT INFORMATION**

In order to help us set up your file, please provide the information indicated below. *All information provided by client is attorney-client privileged and will be kept confidential unless waived by client, or attorney is required to disclose through rules of professional conduct.*

Today's Date: \_\_\_\_\_

Your Full Legal Name: \_\_\_\_\_

Name(s) You Prefer to be Called: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Address City State Zip

Email Address: \_\_\_\_\_

Phone: Work \_\_\_\_\_ Cellular \_\_\_\_\_

Home \_\_\_\_\_ Other \_\_\_\_\_

Fax No. \_\_\_\_\_

OK to use this fax number without calling first? Y \_\_\_\_ N \_\_\_\_

Best way to reach you? \_\_\_\_\_

Brief description of the legal work requested  
\_\_\_\_\_

How did you hear about McCuiston Law Offices, PLLC?  
\_\_\_\_\_

**Tax Clients Only:**

Social Security#: \_\_\_\_\_

*If business entity:*

Company/Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Address City State Zip

EIN: \_\_\_\_\_

**[PLEASE SEE NEXT PAGE FOR INFORMATION REGARDING OUR FEE AGREEMENT]**



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### FEE AGREEMENT

The undersigned, \_\_\_\_\_ (hereinafter known as Client or Clients) hereby requests the legal services of McCuiston Law Offices, PLLC (hereinafter known as The Firm) for representation concerning \_\_\_\_\_.

**Limited Consult Matters:** Certain matters lend themselves to resolution through limited consult, often by phone or electronic communication (common examples are tax controversy, estate administration and estate planning matters). Unless otherwise agreed, the Firm charges a non-prorated flat fee of \$545 for a tax conference up to one hour and \$445 for non-tax matters up to an hour. If the matter continues beyond the initial conference, the Firm requires a retainer (explained below).

**Hourly Fee Matters:** For most matters (except for Fixed Fee Matters, see below), work is performed on an hourly basis at the following rates:

- W. Thomas McCuiston, Managing Partner – \$445 non-tax matters; \$545 tax matters
- Jon V. Rountree, Attorney – \$350 non-tax matters; \$450 tax matters
- Nathaniel C. Parker, Attorney – \$345 non-tax matters; \$445 tax matters
- Mary W. Herberger, Paralegal – \$200 non-tax matters; \$250 tax matters
- Gretchen B. Street, Legal Assistant – \$100 non-tax matters; \$150 tax matters
- Margaret C. Newton, Legal Assistant – \$100 non-tax matters; \$150 tax matters

**Fixed Fee Matters.** In limited situations (such as business formation and simple estate planning), services are provided on a flat fee basis (consult is still hourly). These matters can typically be resolved in less than 60 days. Documents will be provided to you for your review typically within 30 days of your initial consultation. If you have not contacted us to sign your documents within 60 days of documents being forwarded to you, we will invoice you for the remaining balance, with payment due upon receipt.

**Retainer:** We require payment before any services or consultation are provided, however, we may provide a free and limited initial consult (usually 15 minutes or less) to determine whether we are able to assist you with your matter. This initial consult does not result in an attorney-client relationship. The retainer amount will be communicated to you by the Firm. This retainer must be paid in advance of our commencing services and must be paid through our online payment portal, Law Pay, which is accessible through our website or at <https://secure.lawpay.com/pages/mccuistonlaw/trust>. There is also a Law Pay link in our emails.

**Staffing and Invoicing.** the Firm will use its discretion in staffing, to provide services in the most economical manner possible. Unless Client is billed a fixed fee, Client acknowledges that all time spent on his or her behalf in this matter, including time spent in telephone, text message and email communications, will be charged hourly to Client (in increments of six minutes). The initials of the person performing the services will be noted on the invoice. Client understands that many projects are open-ended, making it difficult to estimate the total actual cost. Except for matters of short duration, Client will typically be billed on a monthly basis.

**Replenishment.** Client's retainer will be held the Firm in its trust account and applied toward fees and costs incurred on Client's behalf. Client understands that the Firm will transfer funds from the Firm's Trust Account to its General Account when earned (in the Firm's discretion) to cover fees and costs incurred on behalf of Client. When invoiced, Client will be required to replenish the retainer to the initially agreed upon amount. Should the retainer become depleted, the Firm will require replenishment in order to continue representation of Client. Failure to replenish the retainer may be grounds for termination of Client's matter. Upon conclusion of a matter, any unused amounts in Client's trust account shall be refunded to Client.

By signing below, Client acknowledges that he/she has read and understands this Agreement and agrees to abide by the terms contained herein.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date