

BARTER ADDENDUM

The Client and the Firm agree that this Barter Agreement is part of and incorporated into the Fee Agreement dated _____.

As partial payment for the Attorney's hourly fees incurred as part of this Fee Agreement, the Client shall supply Goods and/or Services as stated below to the Firm.

1. Goods. The Client warrants and states that for any Goods provided under this Agreement, the Client has all lawful, unencumbered, and unlimited rights to transfer the Goods to the Firm; that the Goods are in marketable condition; and that the value stated is the Client's good-faith estimate of the Goods' fair market value, upon which the Attorney may reasonably rely. _____
2. Services. The Client warrants and states that for any Services provided under this Agreement, the Client is fully insured, licensed, and otherwise qualified to provide said services as required by law; that Services will be performed in a workman-like matter according to the standards of a professional providing said Services; and that the value stated is either (a) the Client's good-faith estimate of the Services' fair market value, upon which the Attorney may reasonably rely, or (b) _____ hourly, whichever amount is greater. _____
3. Assignment and Delegation. The Client agrees that all rights to Goods and Services under this Agreement may be assigned to the Attorney as an individual, at the discretion of the Firm and the Attorney. No other assignment or delegation is permitted by either party, except that with written consent by the Client, the Firm, and a third party, the Firm may assign the Client's obligation to provide Goods and/or Services to a third party. _____
4. Excess Retainer. If, at the time the Client is no longer incurring attorney's fees, the value of the Goods and/or Services provided through that date is in excess of the attorney's fees incurred to that date, the Firm shall return the value of Services in dollars and cents, and may at its discretion return the value of Goods to the Client in dollars and cents, but under no circumstances shall any payment(s) be required before six (6) months from the end of representation and payment(s) shall not be required in an amount more than \$500 monthly. The parties agree that this is expressly in consideration for the Client's ability and opportunity to provide Goods and Services rather than cash payments for attorney's fees. _____
5. Termination of Barter Agreement. Upon written notice to the other, either the Client or the Firm may terminate this Barter Agreement, without terminating the Fee Agreement, and all attorney's fees incurred after sending notice of termination shall be paid in dollars and cents. _____
6. Payment by Goods and Services. The Client shall provide the following Goods and/or Services upon the following terms:
Goods or Services: _____

Terms of Delivery: _____

Value of Goods or Services: _____
