

## **Planning Session Agreement**

Dear Prospective Client,

Thank you for scheduling a planning session with the Walls Law Firm. At the outset of any engagement, I believe it is appropriate to confirm in writing the terms of our engagement and that is the purpose of this Planning Session Agreement. Please read this Planning Session Agreement in full, initial beside each paragraph, and sign and date at the bottom. If you have any questions about this Planning Session Agreement or any of its provisions, do not hesitate to contact my office. Again, I am pleased to have the opportunity to serve you.

This is a Planning Session Agreement between you and Attorney Nakeshia Walls (hereinafter "Attorney"). For good and valuable consideration, the significance of which is hereby acknowledged, the parties agree as follows:

Planning Session Fee. The fee for your planning session is \$100 for the first hour. Any additional time that the Attorney spends on your case will be billed at \$250/hr. Your planning session fee is due at the beginning of your planning session. During your planning session, the Attorney will review your intake form and discuss your case with you. If the Attorney decides to take your case and you sign an Attorney-Client Agreement to retain the attorney during your planning session, the planning session fee will be credited to the overall cost of your legal services, making your planning session free in effect. The Attorney will work with you to see if you qualify for a payment plan for the remainder of the fees due for the Attorney's services if needed. All fees paid to the Attorney are deemed earned upon receipt and nonrefundable.

\_\_\_\_\_\_ Duty to be Open and Truthful. You must be open and truthful with the Attorney. It is important that you answer the Attorney's questions fully and accurately because the Attorney will use the information to advise you and prepare your case and paperwork. The Attorney may provide you with an intake form to complete and return. You must answer all questions relevant to your case accurately and truthfully. Answering a question inaccurately may result in additional fees and inadequate legal advice. If a question does not apply to your particular situation, please indicate by writing "N/A", which means "not applicable".

Confidentiality. The information disclosed to the Attorney will be held in confidence even if you do not retain the Attorney. The information disclosed to the Attorney are not to be disclosed to third persons other than those to whom disclosure is made in furtherance of the rendition of professional legal services.
Waiver of Conflict. You hereby agree that should you not retain the Attorney, no attorney-client relationship has been/ will be established by filling out the intake form and/or meeting with the Attorney or any other member of the Walls Law Firm to conduct a discussion of the facts of your case, obtain legal advice, and/or information. Without this relationship, the Attorney is not conflicted from representing another person in the same legal matter or some other legal matter which may be adverse to your interests.
Disclaimer of Guarantee. The Attorney makes no guarantees in connection with the outcome of your case or the ultimate fees, court costs, and expenses to be paid. The Attorney does not know how much time the case will take, because the Attorney does not know what the disputed issues will ultimately be and how long negotiations or trial preparation will last. Your cooperation will help reduce the fees and costs. The Attorney will establish set procedures with you for conferences, telephone calls, and emergencies which will help reduce the fees and costs with your help. The Attorney agrees to provide conscientious, competent, and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, the Attorney cannot and do not warrant, predict or guarantee results or the final outcome of any case. Nothing in any Agreement between you and the Attorney nor in the Attorney's statements to you will be construed as a promise or guarantee about the outcome of your matter. The Attorney makes no such promises or guarantees. The Attorney's comments about the outcome of your matter are expressions of opinion only.
Signature of Prospective Client:
By signing below, you attest that you have read the above Planning Session Agreement in its entirety and agree to be bound by all of the terms and conditions in this Planning Session Agreement.
Printed Name:
Signature:
Date:
Thank you for completing this Planning Session Agreement. I look forward to meeting with you.
Sincerely,  Nakeshia Walls  Nakeshia Walls, Esq.