

Paul B. Ellingboe  
Attorney at Law

10120 29th Avenue North  
Plymouth, MN 55441  
Phone 763-546-5407  
Fax and Voicemail 763-546-4971

**Agreement for Legal Representation  
For Incorporation**

Introduction

This agreement establishes an attorney-client relationship, explains how legal fees are calculated and expenses incurred, and what legal services will be performed.

**Agreement**

This Agreement is entered into on \_\_\_\_\_, between Client,

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and Attorney, Paul B. Ellingboe practicing law at 10120 29th Avenue North, Plymouth, MN 55441.

**1. Commencement of Representation**

Attorney will commence representation of Client upon the Attorneys receipt of a signed copy of this agreement from the Client and the Client's payment of the retainer amount listed in paragraph 7.

**2. Client's Goal**

Client retains Attorney to prepare documents and assist in the incorporation of:

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**3. Services to be performed by Attorney**

Attorney agrees to help client by drafting:

1. Articles of Incorporation.
2. Bylaws of the Corporation.
3. Share Purchase Agreement.
4. All other Corporate Documents as needed.

Attorney will order stock certificates.

These services will be performed individually by Paul B. Ellingboe.

Attorney will obtain Client's authorization for any legal service other than those previously agreed to by Client and for any assistance from outside counsel. Client acknowledges that Attorney has made no promise about the outcome of Attorney's representation of Client.

#### **4. Client's Duties**

Client agrees to pay all fees and expenses to the Attorney specified in paragraphs 8, 9 and 10. Client agrees to cooperate with the Attorney and provide to the Attorney all pertinent information related to the achievement of Client's goal.

#### **5. Decisions to be made by Attorney**

Client authorizes Attorney to take any action on Client's behalf except for the decision of any settlement offer. Attorney agrees to notify and explain any settlement offer submitted by the opposing party's attorney.

#### **6. Updating the Client**

Attorney agrees to promptly notify Client about developments in the case. Attorney agrees to consult with client on a regular basis and advise Client of actions taken on Client's behalf. Attorney agrees to supply client with copies of written documents pertaining to Client's representation if requested by Client.

#### **7. Retainer Agreement**

Client agrees to immediately pay Attorney a retainer of \$350.00. This amount is an advance against expenses incurred by Attorney in representation of Client. The Retainer amount and all other client funds will be deposited into the Client's Trust Account. Client authorizes Attorney to withdraw the amounts necessary to pay fees and expenses as they become due. Attorney agrees to maintain the Client's Trust Account per the Minnesota Rules of Professional Responsibility.

#### **8. Fee**

Client may choose between an hourly fee of \$150.00 per hour or a flat fee as Follows:  
**\$450.00 for the following:**

- Articles of Incorporation.
- Bylaws of the Corporation.
- Share Purchase Agreement.
- Action in Writing by the Incorporators.
- Minutes of the First Meeting.
- Waivers of Notices of First Meetings.
- Corporate Control Agreement
- Corporate Action by Consent

Plus:

\$85.00 for any other major document, \$25.00 for minor document, e.g., letters and one to two-page documents.

\$450.00 for any Court Hearing

Client will reimburse Attorney for State fees, Publication of Name, Stock Certificates, etc.

## **9. Expenses**

Client agrees to pay expenses incurred by Attorney including: Court reporters; Court costs; Appraisers; Accountants; Investigators; Expert and other witnesses; Other miscellaneous persons and entities required in scope of representation of the Client. Other expenses will be reimbursed by Client to Attorney for reasonable incidental expenses including: Charges for serving and filing papers; Copying documents; Depositions; Transcripts; Investigations; Long-Distance Phone Calls; Travel Expenses; Postage; and other costs incidental to the representation of Client. Attorney agrees to obtain Client's authorization for any expense over \$500.00.

## **10. Payment of Fees and Expenses**

The **Retainer** in Paragraph 7 of \$350.00 is due with the signed and executed copy of this Agreement delivered to the Attorney. All fees and expenses in excess of the retainer amount or not included in the retainer will be billed to Client at the above address. Client agrees to pay within ten days of the billing date. All fees and expenses will be detailed on each billing.

## **11. Conflict of Interest**

Attorney agrees to not represent any party with interests that directly conflict with Client's interests without Client's approval and after consultation with Client.

## **12. Termination of Representation**

Client may terminate Attorneys representation at any time for any reason. Client agrees to pay all fees and expenses incurred by Attorney up to the date of written notice of termination from Client.

Attorney may terminate representation of Client if Client fails to fulfill this Agreement. Attorney may terminate representation if permitted by the Minnesota Rules of Professional Responsibility or by a Rule of a Minnesota Court. Attorney must notify the Client of termination in writing. Client agrees to pay all fees and expenses up to the date of the Attorneys withdrawal.

**13. Arbitration of Disputes**

Attorney and Client agree to refer all disputes about fees and expenses to the American Arbitration Association or the Bar Fee Arbitration Association and to be bound by its decision.

Client Agrees to a Fee schedule below by initialing in front of the fee:

\_\_\_\_\_ \$150.00 per hour

\_\_\_\_\_ Flat fees per Section 8.

\_\_\_\_\_  
Paul B. Ellingboe

\_\_\_\_\_  
Incorporator