

Apex Law Service Retainer Agreement

(657) 234-2232

This agreement (“Agreement”) is made and entered into by and between Apex Law Service (“Contractor”), whose place of business is 3609 Mary Ln, Escondido, CA 92025, and _____ (“Client”), whose best address is _____.

The parties agree as follows:

1. **The Services.** The Contractor shall provide administrative support such as but not limited to:
 - General Office Clerical Support.
 - Client Intake.
 - Phone Answering with the general greeting, “Apex Law Service”.
 - Case Management.
 - Collection of Documents.
 - Collection of Fees for Apex Law Service Services and for Attorney Services.
 - Client Contract Management.
 - Meetings with Clients.
 - Calls to and from Clients.
 - Collections document preparation.
 - Draft legal pleadings, including briefs (all courts and all jurisdictions).
 - Prepare discovery responses.
 - Draft Interrogatories and responses.
 - Legal Research.
 - Summarize transcripts and depositions.
 - Prepare medical transcript summaries.
 - Case review and analysis.
 - Draft demand letters for collections.
 - Draft initial case filing forms.
 - Prepare your case for trial.
 - Power Point Presentations.
 - Secretarial work.
 - Scheduling mediations and depositions.
 - Create forms and pdfs.
 - Design your website.
 - We will perform any other work needed for your case or organization or firm or office, including data entry and updating.

- Executive Level Administrative Support (Due Diligence, Confidentiality, Project Management, etc.)
- Appointment setting.
- Email and Correspondence Answering & Management.
- Word Processing.
- Online Research.
- Resume Writing.
- Editing & Proofreading.
- Sales Correspondence & Proposal Preparation.
- Employee Handbooks and Organizational Procedures Creation.
- Travel Destination Planning.

2. No Training. Apex Law Service represents and warrants, and the Client recognizes and acknowledges that Apex Law Service has unique and specialized skills, training and experience in providing the agreed administrative support, and therefore the Client has not provided and will not provide any training or instruction to Apex Law Service, unless specified further in this Agreement.

3. Compensation and Payment. The Client shall compensate Apex Law Service for the Services in the hourly amount of \$285 per hour. Payments to Apex Law Service shall be made as follows: _____

_____.

Payments shall be in the full amount of the invoiced amount, plus any costs and expenses incurred by Apex Law Service. Apex Law Service will submit time records with each invoice to the Client. Apex Law Service shall not participate in any benefit plan or program of the Client, including, but not limited to, health insurance, life insurance, disability insurance, pension or profit sharing, workers' compensation, paid vacation or sick pay. Apex Law Service will, however, be reimbursed for any long-distance phone charges and any and all expenses directly related to services provided to the Client.

4. Service Location. The Services to be provided by Apex Law Service under this Agreement shall be performed at Apex Law Service's place of business and also the home offices of the employees of and sub-contractors to Apex Law Service as approved by Apex Law Service.

5. Schedule and Days Off. Apex Law Service has agreed to be available to provide services during normal business hours, Monday through Friday 9:00 a.m. to 5:00 p.m., PST, excluding the following listed holidays: New Year's Eve; New Year's Day; Good Friday; Memorial Day; July 4th; Labor Day; Thanksgiving Day and day following; Christmas Eve; and Christmas Day, and any other Federal Holiday.

- Apex Law Service agrees to notify Client of any vacation or professional development days prior to such vacation or professional development.
 - Apex Law Service agrees to leave open the opportunity for the Client to request weekend and emergency services (“Special Services”) on an as-needed basis. Each incident of Special Services will be assessed and agreed upon at time of request. Apex Law Service also agrees to discuss availability during regular business hours for other time zones should the need arise.
- 6. Compliance with Laws.** Apex Law Service shall provide the Services in accordance with all applicable laws, ordinances, and contracts with respect to jurisdictional law services.
- 7. No Violation.** Apex Law Service represents, warrants and agrees that the performance of the Services will not violate any contractual rights, trade secrets or other rights of any third party.
- 8. Term and Termination.** Each party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party. In the event of termination or expiration, Apex Law Service shall be paid in its usual compensation up to the effective date of termination.
- 9. Nondisclosure and Nonsolicitation.** Apex Law Service shall not directly or indirectly disclose to any person other than a representative of The Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to The Client, including but not limited to customer lists, contracts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.
- 10. Noncircumvention provision.** Apex Law Service cannot by law prevent an Attorney Client from ending services with Apex Law Service for any one of Attorneys’ and Apex Law Service’s mutual clients. Apex Law Service does have Apex Law Service’s Attorney Clients agree that if they do in fact end services with Apex Law Service on any mutual client file that Attorney Client will pay Apex Law Service 25% of what they pay whoever takes the place of Apex Law Service for the remainder of the time Attorney pays whoever takes the place of Apex Law Service on that file. This is our functional noncircumvention contract provision. If this becomes untenable, Apex Law Service and Attorney Client agree to go to mediation and then to arbitration to settle dispute.
- 11. Independent Contractor Status.** Apex Law Service and the Client agree that Apex Law Service shall at all times be an independent contractor and that no relationship of employer and employee, partners or other relationship is created or intended to be created by this Agreement for any purposes, including without limitation for federal and state tax and other state and federal purposes. Apex Law Service assumes full responsibility for payment for all federal, state and local taxes imposed or required under unemployment insurance, self-

employment, social security and income tax laws upon compensation paid to Apex Law Service. Apex Law Service shall not hold itself as an employee, partner or agent of The Client. Apex Law Service acknowledges that it has duly signed and returned to The Client Form W-9 and all compensation paid to Apex Law Service under this Agreement will be reported annually to the Internal Revenue Service on Form 1099, of which Apex Law Service shall receive a copy.

12. Client Indemnification and Approval. Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Apex Law Service to perform or complete the contracted services or project. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Apex Law Service is not responsible for errors or omissions. Client agrees that the accuracy of information supplied to Apex Law Service is the sole responsibility of Client, and that Apex Law Service is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client. Client shall indemnify, defend, save and hold Apex Law Service harmless with respect to any and all suits, costs, damages or proceedings, including, but not limited to, Apex Law Service's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Apex Law Service including, but not limited to, all attorneys' fees, costs and expenses incurred should Apex Law Service be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Apex Law Service and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client. This agreement to indemnify Apex Law Service is not limited to any acts or omissions, statements or representations made by Apex Law Service in the performance and/or nonperformance of Apex Law Service's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Apex Law Service. All reasonable precautions will be taken to safeguard the property entrusted to Apex Law Service. In the absence of negligence, however, Apex Law Service will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Apex Law Service will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Apex Law Service will not be held liable for typographical omissions or errors. Apex Law Service may or may not have staff who have had misdemeanor or felony pasts.

13. Indemnification of Apex Law Service. Client shall indemnify Apex Law Service against all liability, loss or damages, including consequential and incidental damages, and against all claims or actions based on or arising out of damage or injury (including death) caused by or sustained in connection with the performance by Client, or based on any violation of any statute, ordinance, regulation or contract, and the defense of any such claims or actions

including attorney's fees. Client shall also indemnify Apex Law Service against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to The Client's performance of Agreement.

14. Final Approval. Client understands that final approval of all work lies with The Client and Apex Law Service assumes no responsibility. Apex Law Service agrees to make corrections, additions and deletions until the Client's ultimate satisfaction with the final work product.

15. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to all matters referred to herein and may not be changed, amended, modified or waived orally but only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, or amendment is sought. This Agreement shall be construed under the laws of the State of California, San Diego County and _____
_____ **(Client's Location)** as well as Federal law as Federal Issues arise.

16. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in force and effect. The headings to the sections of this Agreement are for reference only and shall not affect its construction or interpretation.

17. Notices. Any notice, request, demand, consent, waiver or other communication which either party may wish to serve or, may be required to serve on either party shall be in writing and shall be served by personal delivery, by facsimile, by prepaid recognized overnight air express delivery, by pre-paid certified mail, return receipt requested, or by pre-paid telegram addressed to such party at the address set forth at the beginning of this Agreement.

WITNESS: IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20____ and will continue in effect until it's dissolution by further agreement of the parties.

For Apex Law Service

For Client

Agent: _____

Name: _____

3609 Mary Ln.

Company: _____

Escondido, CA 92025

Address: _____

(657) 234-2232

City, State, Zip: _____

Ph. _____ web. _____