



INITIAL CONSULTATION FEE AGREEMENT

An initial consultation serves three basic purposes: 1) for the lawyer to determine whether he or she can represent the potential client, 2) for the lawyer and potential client to determine whether they want to work together, and 3) for the lawyer to explain how the representation will proceed if the potential client decides to retain the lawyer.

A lawyer cannot and does not have to represent every person who calls. Lawyers are required to follow many ethical rules, the initial consultation gives the lawyer a chance to determine whether representing the potential client would create an ethical violation such as a conflict of interest prior to the commencement of the representation.

Lawyers are prohibited from providing legal advice during an initial consultation. People often expect to have all their legal questions answered at this first meeting, at little or no cost. Lawyers are actually not supposed to give legal advice until they have been formally retained, which usually requires a signed fee agreement and payment. This protects the lawyer from having to decline future clients because of a conflict of interest created by the consultation, and it protects the potential client from being misinformed about a situation the lawyer hasn't had a chance to thoroughly research.

During the initial consult, however, lawyers are permitted to provide the potential client with information about the legal process. For example, a lawyer can describe the process of instituting an estate plan, going through a probate or incorporating a business and the fees involved, but should not discuss specifics about which documents would be best for a potential client until the representation officially begins.

Borg Law Group charges an initial consultation fee of \$350.00, which is due prior to the appointment being booked on the lawyer's calendar. This fee will be charged to the credit card provided below 24 hours prior to your appointment, unless your appointment is on a Monday, in which case it will be charged the Friday before. If you cancel your appointment more than 24 hours prior to the appointment time, the consult may be rescheduled at no additional fee, but the fee will not be refunded. If you cancel your consult appointment within 24 hours of your appointment time, your consult fee is non-refundable and if you wish to rebook, you will owe an additional \$350.00 and the terms of this Agreement apply to those fees as well. Your consult fee, once charged, is non-refundable.

If the potential client retains Borg Law Group by signing an engagement within sixty (60) days of the initial consultation, such \$350.00 consultation fee paid shall be applied to the first month's bill or flat fee payment (depending on the payment arrangement made). Please complete the Authorization form below and fax to (702) 623-6490 or email to [matt@borglawgroup.com](mailto:matt@borglawgroup.com) at your earliest convenience. \_\_\_\_\_ (print name) authorize(s) BORG LAW GROUP to charge \$350.00 on my credit card for the initial consultation fee as explained above. I understand that this authorization is valid and cannot be canceled while a financial obligation is outstanding.

Type of Card (Circle One):    Visa    MasterCard    American Express    Discover

Name on Card \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing Address (Street, State & Zip Code): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_