

HYBRID FEE AGREEMENT

1. **GOAL:** The goal of the hybrid process is to reach a mutually acceptable settlement agreement and final order, and to take all steps necessary to accomplish the dissolution of your marriage and/or post-decree divorce issues.
1. **DISCLOSURE:** All issues pertaining to the divorce are negotiated in good faith. Therefore, it is essential that both parties share all information.
1. **ISSUES:** The issues to be negotiated usually include: division of property, division of debts, spousal support, child support and parenting plans.
1. **I AM YOUR ATTORNEY:** I do not represent your spouse and cannot give your spouse legal advice during the hybrid process. You are my client, and I will draft documents for you. I will encourage your spouse to have the final documents reviewed by an attorney of his/her own choosing.
1. **MY RESPONSIBILITY:** As your attorney, my job is to help you explore with your spouse, options and obtain information so that you can reach an agreement that will work for both of you. I will guide you through the decision-making process but the decisions will be made by you and your spouse.
1. **NEXT STEP:** If a settlement agreement cannot be reached through the hybrid process, then you agree to move to the collaborative process, as the next step.
1. **MOVING FROM HYBRID TO COLLABORATIVE:** If at any time your spouse feels uncomfortable with this hybrid process, he/she is encouraged to hire an attorney. In order to continue in the collaborative process, he/she must hire a collaborative attorney.
1. **TERMINATION OF OUR AGREEMENT:** If your spouse chooses to hire an attorney and does not hire a collaborative attorney, I will withdraw from your case.
1. **RETAINER FEE:** You agree to pay \$250 per hour for legal representation. My legal assistant is \$100 per hour. A retainer of \$2500 shall be required unless other arrangements are made. I bill on the last day of each month and you agree to pay your bill in full by the 25th of the following month unless other arrangements have been made. Your retainer will stay in my Trust account and be refunded to you when your case is completely finished.
1. **INTEREST ON RETAINER:** Pursuant to the laws of Oklahoma, I cannot collect interest on the retainer. The interest from Attorney's Trust account goes directly to the Oklahoma Bar Association to help with their programs for people who cannot afford attorneys, or who have been injured by attorneys.
1. **BILLING TERMS:** My legal assistant and I bill for time spent on your case. That includes meeting time, document creation, exchanging emails, and conversations in person or on the phone. You are also charged for copies and postage.
1. **INTEREST ON BILLING:** If you are late in making the required payments or fees owed, interest will continue to accrue on unpaid balance. You agree to pay the financing charge on all accounts past due for thirty (30) days at a rate of eighteen percent (18%) per annum. To avoid this financing charge, you must pay all charges in the month following the invoice date.

_____, Client
Date: _____

Barbara Ann Bartlett
Date: _____