

ONLINE CONSULTATIONS

ONLINE CONSULTATION FEE AGREEMENT

Sign and Return. This Fee Agreement must be signed, dated, and returned to the Attorney prior to and as a condition of proceeding with the consultation.

Online Format. All new clients and new cases are accepted exclusively by means of an online consultation using the process described below. The introductory consultation is not offered in-office.

Flat-Fee Arrangement. No hourly or partial-hour accounting will be kept. The entire consultation fee belongs to the Attorney as soon as it is paid. Funds are not held in trust or a separate account.

CONSULTATION FEES

Fees - Introductory Consult – General Matters. A \$250 introductory consult fee is available to most new clients in cases involving real estate and asset protection matters. The fee is \$250 for matters up to \$1M; \$350 for matters from \$1M to \$1.5M; and \$450 (our usual hourly rate) for matters involving more than \$1.5M. The initial consultation fee is a flat fee and not subject to hourly accounting.

Fees - Introductory Consult - Real Estate Document Review. A review/comment consultation is available for real estate documents (e.g., earnest money contracts and addenda) so long as they are as yet unsigned and (if a contract) are completed on a TREC or TXR form. Fees are \$250 for a sales price of up to \$1M; \$350 for contracts from \$1M to \$1.5M; and \$450 (our usual hourly rate) over that. Note that performing the review/comment uses up most if not all of the hour, so if extensive questions are anticipated, additional time may need to be booked at the hourly rate. **We do not review homegrown or Internet-sourced documents.**

Individuals, Not Corporations. The discounted initial consult fee is available only to individuals, not corporations. The usual \$450 hourly rate applies to corporations and other large entities.

Payment. Advance payment is required. The consultation does not begin until payment is received. Payment options are listed on the payment page of LoneStarLandLaw.com and include Paypal, Visa/Mastercard, wire, and direct deposit to our law firm's Wells Fargo operating account. Checks are not accepted.

CONSULTATION PROCESS

No Fixed Appointment Time Required. There is no scheduling involved. The Attorney agrees to respond promptly after payment although this can vary somewhat due to backlog and the complexity of the case.

Initial Email Exchange. The Attorney does his best to provide an analysis and overview of potential legal courses of action. The consultation begins with an email discussion so the Attorney may gather basic facts and copies of relevant documents. This is an essential first step in our process. The goal is gain an understanding of the case before answering questions.

Optional Call. An optional call is available if needed so long as the initial fact and document-gathering phase is concluded and time still remains in the hour (Note that the time it takes for the attorney to read background documents is included in the hour.) **We do not jump straight to a phone call without first gathering basic facts and documents by means of an email discussion.**

Background Information. We will need a concise summary from the client. This should be more thorough than the brief information supplied on the client inquiry form. What is the case about, briefly? Who is involved? Where do events occur? In Texas? Which city or county? When? What is the timeline? Do you have a specific purpose in mind for the consultation? If the Client is a real estate investor or business person, what is the business model? What type of transaction is involved? What is the entity structure? The Client's plans or strategy for the future? It is the Client's obligation to take the time to supply details of the case.

Supporting Documents. If there are important supporting documents, the Attorney needs to see them before offering advice. Email attachments should be in pdf, Word, WordPerfect, Excel, or other common software. Unless otherwise specified, we work with copies only; original documents should NOT be sent to the Attorney. The Client agrees to avoid jpeg or i-phone photos of documents for legibility reasons. ***The time it takes for us to read and analyze your supporting documents is included in the time allotted to your consultation.***

Client Questions. After supplying background information and supporting documents, the Client should be prepared with a list of questions.

Client Pushback on Process. We do NOT permit exceptions or variations to our established process. We have very good reasons (based on experience) for the way we handle legal matters online. If the Client is not fully comfortable with our process then the Client is advised to seek counsel from another law firm.

SCOPE AND DURATION OF CONSULTATION

Subject and Scope of Consultation. The subject and scope of the inquiry (as well as the quantity of information involved) must be such that it can reasonably and realistically be addressed within the one-hour time frame. Reasonableness applies. Multiple diverse topics may not be bundled under one consultation fee.

Duration of Consultation. An online consultation is intended to substitute for the same time one would spend with an attorney if one went to a law office for an hour. The consultation (document analysis, email exchange and optional call) may last up to one hour in the aggregate and must be completed within 3 business days, when it automatically concludes unless we mutually agree to continue at the usual \$450 hourly rate. ***This is not a three-day consultation. It is a one-hour consult that may be spread out over three days.*** The Attorney agrees to extend the three-day limit if his responses are delayed on the Attorney's end for some reason (an unusually heavy workload, for example). This can occasionally happen.

COMMUNICATIONS

Communications. Client agrees that email, supplemented by phone as time permits, will be the principal form of communication for the consultation. Client agrees to check email frequently and be responsive to Attorney requests for information.

Business Hours and Availability. Traditional business hours apply (Monday through Friday, 8-5 CST) subject to our posted vacation schedule. After-hours and weekend emails are considered received on the next business day. The Attorney vacations during the month of July and during the Christmas season, and legal services will be reduced or unavailable during such times. Otherwise, customary business hours and the Monday to Friday workweek apply.

Courtesy Required. We realize this is the Internet. However, inquirers who are rude to staff, uncooperative, entitled, insulting, demanding, disrespectful, or belligerent (yes, this unfortunately happens) will be terminated without refund. Please be courteous and professional.

EXCLUSIONS

General Exclusions. The discounted introductory consult fee is *not* available for matters that are very complex or document-heavy. Experience has shown that such cases are simply unsuitable for an introductory one-hour consult. Services in these areas incur our usual \$450 hourly rate from the outset regardless of the dollar amount involved in the case. Review and comment on HOA or subdivision restrictions is not eligible for a discounted initial consult fee.

Alternatives for Complex Cases. In complex cases, we may respectfully decline to proceed with an introductory consult and instead: (1) ask the client to please narrow the scope of the inquiry so the consultation can reasonably fit within an hour; (2) offer to proceed at our \$450 hourly rate (Note that in the case of hourly billing periodic advance retainer installments will be required since we do not send bills after the fact - retainers may not reach zero unless the case is concluding); or (3) or issue a full refund so long as the legal advisory process has not yet begun.

No Review of DIY, Internet, or Junk Documents. We offer review/comment on TREC and TXR real estate contracts and addenda so long as they are unsigned and fully completed. As to other legal documents, review/comment services are available so long as the document was prepared by an attorney. We do not review homegrown or Internet junk documents. These cannot be fixed by a review. To meet our standards, such documents must be entirely replaced with professional-grade documentation. No exceptions.

No Tax Advice. The Attorney does not give tax advice. Please consult your CPA in conjunction with our legal advice.

No Texting Please. We do not offer consultations or any other legal services by text. While texting may be suitable for casual communications, texting of sentence fragments and one-liners is *not* suitable for discussion of a nuanced legal case. Please use a keyboard device and take your time.

No Group Consults Please. We do not offer group consultations with multiple persons at different email addresses. Group discussions may work in a law office conference room but they quickly become chaotic and unproductive by email. ***We work with one client (or married couple) at one email address.***

No Encryption. Client agrees not to apply any form of encryption or send password-protected exhibits. If the Client feels the need to encrypt communications then a different law firm should be consulted.

No Guarantees. We cannot guarantee that a consultation will offer a remedy for your legal issue, nor can we guarantee that our guidance will be what you want to hear. Occasionally, we have to deliver difficult legal advice. We sometimes have to tell clients that there is no easy remedy. Also, consultations are offered with the understanding that our firm is not obligated to accept or handle the case going forward.

No Other Services Included. A consultation is a stand-alone value-added legal service rendered for a flat fee. It is not credited toward future legal services. A consultation does not include other services such as document preparation, nor does a document request include a free consultation. These are separate items in a flat-fee system.

MISCELLANEOUS

Client ID. The requirement of government-issued photo ID is now universal at law firms, medical offices, and other professional firms everywhere. Fraud is rampant, particularly online. We do not work with anyone who states they will decline to provide ID.

Refunds. If it is determined *very early* in the process that the legal matter is not within the Attorney’s area of practice, a full refund will be provided by means of a law firm check sent by U.S. Mail. However, ***there is no refund once the Attorney expends time and effort examining a file and discussing it with the client.*** Once this occurs, a consultation has occurred. Similarly, the consult fee is a unitary flat fee that is not divisible into refundable portions. There is no refund if the legal advice is unfavorable to the client or we (at our discretion) decline to handle the case going forward.

Case File. The case file, except for any original documents, is the sole and exclusive property of this office. Copies of all significant documents are sent to Client. Client is responsible for maintaining Client’s own file. No case file is required to be kept by the Attorney for any specific period of time.

Additional Terms of Service. The foregoing is a summary and does not contain all terms of service. Clients are responsible for knowing and adhering to the law firm’s terms, conditions, and policies that are posted at the Fees & Policies page of LoneStarLandLaw.com. These terms of service apply to all clients without exception and are incorporated herein. Please bring any questions you may have about fees or policies to our attention immediately. Otherwise the Client unconditionally agrees to all of these terms and conditions. Thank you!

I/We understand and agree to the foregoing terms.

SIGNATURE

DATE

SIGNATURE

DATE