



Attorney-Client Retainer Agreement

This attorney-client retainer agreement (hereafter referred as "Agreement") is entered into by and between _____(your name) (hereafter referred as "Client") and NORTH AMERICA IMMIGRATION LAW GROUP (aka Chen Immigration Law Associates, P.A.) (hereafter referred as "Attorney").

- 1. SCOPE AND DUTIES:** Pursuant to this Agreement, Client has retained Attorney to provide legal services in connection with the subsequent Immigrant Visa Processing (aka Consular Processing) after Client's I-140 approval. This representation includes advice and assistance to Client and/or Client's dependents regarding the subsequent immigrant visa processing (aka Consular Processing). Client understands that Attorney will **not** accompany Client to the immigrant visa interview.
- 2. LEGAL FEE:** In exchange for legal services, the Client agrees to pay flat TWO THOUSAND AND TWO HUNDRED Dollars and an additional EIGHT HUNDRED Dollars for each of the _____dependent(s) filing the Immigrant Visa Processing or after them for a total legal fee of \$_____. The fee is due upon signing this retainer agreement.
- 3. REFUND:** If Client's I-140 is denied by USCIS, Attorney will refund the attorney fee for Consular Processing.

- 4. CLIENT PROVIDING GENUINE INFORMATION:** Client agrees to fully cooperate with Attorney in matters related to Consular Processing. Cooperation shall include but not limited to: providing Attorney with complete and accurate information and documentation pertaining to Consular Processing. In the event that Client fails to provide accurate and complete information and documentation, such failure shall be a good cause for Attorney to withdraw from representation.
- 5. NO GUARANTEE OF IMMIGRANT VISA PROCESSING APPROVAL:** Attorney will work zealously to ensure Client is satisfied with the outcome of Consular Processing. However, the issuance of immigrant visa is subject to a NVC Officer's discretion and therefore Attorney does not guarantee Client's immigrant visa processing will be approved.
- 6. CONFIDENTIALITY:** Agreement creates attorney-client confidentiality between Client and Attorney. Information relating to the representation shall be held in confidence by Attorney except to the extent that such disclosure is reasonably necessary to the performance of the service or in the case of dispute between Attorney and Client.
- 7. OWNERSHIP OF WORK PRODUCT:** Client understands that all information relating to this representation, including but not limited to samples, discussion of the case, evaluation results, advice and suggestions and tips to proceed is Attorney work product and the sole property of Attorney at ALL TIMES even after the termination of the representation. Disclosure of the mentioned information without Attorney's consent constitutes breach of the Retainer Agreement and may lead to termination of the representation or/and legal action to recover damages.
- 8. MODIFICATIONS:** Any modification of the Agreement must be in writing and signed by Client and Attorney.

9. PRIOR AGREEMENTS: This Agreement incorporates all prior agreements and understandings between Client and Attorney.

10. EFFECTIVE DATE: This Agreement shall become effective upon Attorney's receipt of the first installment attorney fee as listed in Section 2 above.

11. DISPUTE RESOLUTION: Client and Attorney agree that in the case of dispute, the complaining party should inform the other party with written notification, detailing the description and reasons of complaints. The other party shall respond to such complaint in 30 days. If no resolution is reached, Client and Attorney agree to submit the matter to informal mediation. If after mediation, a resolution has not resulted, Client and Attorney agree to submit the matter to binding arbitration, by and under the rules of the American Arbitration Association.

12. IMMIGRANT VISA PROCESSING FEES: Client agrees to pay the immigrant visa processing Fee (\$345.00 per person) and USCIS immigrant fee (\$220.00 per person). The fees are subject to change.

Client acknowledges that client has fully read and understood Agreement. By signing Agreement, Client agrees to the terms and conditions contained in it.

Execution

Client: _____ **Date:** _____

Contracted Attorney: _____ **Date:** _____

NORTH AMERICA IMMIGRATION LAW GROUP

**How did you hear about our firm? _____

**Please fill out your client record in the system under your client account, which we will create for you after this retainer agreement is signed and returned.