## **INITIAL CONSULTATION 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.

This Initial Consultation Agreement sets for the terms and conditions of the initial consultation meeting between **KENNETH BARBER & ASSOCIATES, LLC** ("Attorney," "we," or "us") and the undersigned perspective client(s) ("Client," or "you"):

**<u>1. Purpose of Initial Consultation.</u>** The purpose of the initial consultation is for us (a) to learn about you and your particular legal needs based on the information you provide; (b) to answer your questions to the best of our ability; (c) to identify your options and, to the extent possible, analyze the costs and benefits of those alternatives; (d) to help you determine your course of action, if any; (e) to discuss our fees and terms of representation if an ongoing attorney-client relationship is to be established after the meeting; and (f) to determine the next steps in the process, as appropriate; (g) to confirm there is no conflict of interest prior to proceeding.

**<u>2. Legal Services Agreement.</u>** Following the initial consultation, if you agree to retain us, and if we agree to provide services to you, we will prepare a separate, more detailed Legal Services Agreement to be executed by both parties. The Legal Services Fee Agreement will supersede this Initial Consultation Agreement and will set forth the terms and conditions of our representation of you, including our fees and the specific services to be performed by us. If there is no Legal Services Agreement executed, the attorney/client relationship ends at the conclusion of the initial consultation.

**3.** Confidentiality. All information and documents that you provide to us at the initial consultation shall remain strictly confidential, whether or not you decide to retain us to provide legal services, except as authorized by you or otherwise provided under the Connecticut Rules of Professional Conduct.

**<u>4. Reliance Limited.</u>** Because it may be impossible to fully assess a matter within the time frame allotted for the initial consultation or with the information or documents that you provide at the initial consultation, you should not rely upon any legal opinions provided by us during the initial consultation concerning any legal matter.

**5.** Limited Scope. The initial consultation is a limited scope service provided by us to help you determine whether you may want to retain us to provide legal services. At the conclusion of the initial consultation, there is no obligation for you to retain us, nor do we have an obligation to provide services to you, unless mutually agreed in writing.

**<u>6. Limitation on Time.</u>** The time for the initial consultation is limited to 60 minutes, excluding any time spent by us to prepare for the initial consultation.

**<u>7. Fee for Initial Consultation.</u>** The fee for the initial consultation is ONE HUNDRED DOLLARS (\$100.00), which is non-refundable and must be paid in advance of the initial consultation. If the potential client retains Kenneth Barber & Associates, LLC by signing an engagement within sixty (60) days of the initial consultation, such \$100 consultation fee paid shall be applied to the first month's bill, flat fee payment or applied to the retainer (depending on the payment arrangement made). Appointment cancellation must be received and confirmed 24 business hours prior to the scheduled appointment.