

EMPLOYMENT AGREEMENT

By and Between
CLINE & ASSOCIATES
and

This Agreement is entered into by and between _____ and _____ (hereinafter referred to as "_____") and CLINE & ASSOCIATES (hereinafter referred to as "Attorneys"):

WHEREAS both parties to this Agreement are desirous of entering into a contractual relationship whereby Attorneys perform certain services for the Association, the parties agree as follows:

I. SCOPE OF COVERED SERVICES

- A. In exchange for the fees set forth in the attached Rate Sheet (Appendix A), Attorneys agree to provide _____ the services as defined under "The Full Retainer." Services only partially covered or not covered at all will be charged at the defined "hourly rate."
- B. Attorneys agree that the work performed by them on behalf of the _____ will be performed in a workmanlike and competent manner and will be in compliance with all applicable ethical standards.
- C. Attorneys agree to provide twenty-four (24) hour availability to the _____ President or his/her designee through the use of electronic paging or other similar equipment. Attorneys shall make every attempt to return calls made by the _____'s Executive Board Officers before the close of business the same day.
- D. The _____ agrees that it will be responsible for the fees of arbitrators, court reporters, consultants, expert witnesses, note takers, consulting attorneys and similar type fees, should any such fees be incurred, and for the cost of copying, postage and electronic research, and for Attorneys' travel, meals and lodging expenses. The _____ also agrees that it will supply Attorneys with a list of those individuals with the authority to authorize work to be performed. It is expressly understood that only those individuals may authorize the provision of Attorneys' services as enumerated herein.
- E. In the event, attorney fees are awarded or agreed upon as a result of work performed during the term of this retainer by the Attorneys, such fees shall be divided equally between the Attorneys and the _____.

II. CONFLICT OF INTEREST

In providing these services, Attorneys reserve the right to withdraw from a case if a conflict of interest would occur for Attorneys to continue handling the case, as defined by applicable ethical rules of conduct. In the event of a conflict of interest, the _____ shall bear the cost of securing alternative legal representation.

III. COST AND DURATION

In payment for services described herein, the _____ will pay Attorneys the fixed rate of _____ per month per represented employee from _____ through _____. However, should the _____ decide to terminate this Agreement in advance of its expiration date, the _____ will be liable to Attorneys for Attorneys' time utilized in excess of the retainer payments received to date at the applicable rate as set forth in Appendix A. The _____ stipulates that as of the date of the execution they have ___ represented employees. The _____ will report each month changes in that number which will be reflected on the following month's bill.

IV. EXECUTION

WE, THE UNDERSIGNED, agree to the terms and conditions set forth in this Agreement:

CLINE & ASSOCIATES

By: _____
(Signature)

By: _____
(Signature)

(Print Name/Title)

(Print Name)

Dated: _____

Dated: _____