

ATTORNEY-CLIENT AGREEMENT

This ATTORNEY-CLIENT RETAINER AGREEMENT ("Agreement") is entered into by and between _____ (Client) and ZHANG & ASSOCIATES, P.C. (Attorney).

1. **SCOPE AND DUTIES:** Pursuant to this Agreement, Client retains Attorney to provide legal services in connection with the filing of an original immigration petition under the employment-based 2nd preference with a request for National Interest Waiver (I-140) ONLY.

This Agreement does not obligate Attorney to provide services in connection with any appeal to any administrative board or any judicial court or any interview to USCIS' local office or US Consulate abroad.

2. **GUARANTEE OF PROFESSIONAL COMPETENCE:** Attorney agrees to use due diligence in furthering Client's best interests under the laws. Attorney is liable to Client for Attorney's negligence or incompetence. However, Attorney makes no guarantee of the outcome of the case.
3. **LEGAL FEES:** The legal fees shall be paid as follows: Upon the execution of the Agreement, Client shall pay Three Thousand Dollars (\$3,000.00) flat attorney fees to Attorney as initial fee.

Once the immigration petition (I-140) is approved directly by USCIS, Client must immediately pay the flat approval fee of non-refundable Three Thousand Dollars (\$3,000.00) to Attorney. These cover all legal fees and costs Attorney may incur in connection with the original petition for Client, except as is otherwise provided herein.

If USCIS makes a request for additional evidence (RFE) and Client decides to continue to use Attorney's service to respond to that request, Client must pay a non-refundable Three Thousand Dollars (\$3,000.00) in advance to cover the attorneys' fees and other costs before Attorney will be required to do any work to help respond to request for additional evidence to be issued by USCIS.

If the petition (I-140) is eventually approved by USCIS after RFE response, Client must immediately pay the remaining balance of Three Thousand Dollars (\$3,000.00), regardless of whether Client chooses to use Attorney's service to respond the RFE.

Thus, if the application is directly approved by USCIS without RFE or Client does not use Attorney's service to respond to the RFE, the total attorney's fee is Six Thousand Dollars (\$6,000.00); if the application is finally approved by USCIS after Attorney helps to respond to the RFE, the total attorney's fee is Nine Thousand Dollars (\$9,000.00).

4. **COSTS AND EXPENSES:** Attorney is authorized to incur reasonable costs and expenses in express mails to expedite the preparation of the I-140 immigration petition, for which Client shall be responsible and payable to Attorney upon receipt of invoices from Attorney.
5. **WITHDRAWAL AND TERMINATION:**

Client is highly recommended to prepare and file the NIW case to USCIS within 3 years after Case Retention.

A. Withdrawal and Termination before Case submission to USCIS:

In situations where Client withdraws or terminates the Case before the Case is submitted to USCIS, the Attorney will charge:

- i. A flat administrative cost of Five Hundred Dollars (\$500), if termination is requested by Client within 3 years after case retention;
- ii. Five Hundred Dollars (\$500) for case preparation and filing instruction, including samples letters, guidance, NIW Instruction, Guidance for Recommenders, and other relevant instructions;

Please note, right after case retention, the in-charge attorney will send Client case preparation and filing instructions;
- iii. Two Hundred Dollars (\$200) for each consultation via email or phone, and Two Hundred and Fifty Dollars per hour (\$250/hour) for other services. Each letter revised will be charged as at least one hour of work.
- iv. An additional administrative cost of Five Hundred Dollars (\$500) per year, starting from the first day of the fourth year after case retention, when Client Withdraws and Terminates the Case from the Attorney.

B. Withdrawal and Termination after Case submission to USCIS:

If Client withdraws the immigrant petition from USCIS or terminates Attorney's representation at any time after the case has been submitted to USCIS, Attorney's representation on this matter is complete, and Client must immediately, without demand, pay Attorney the remaining balance due of Three Thousand Dollars (\$3,000.00).

6. **MODIFICATIONS:** Any modification of the Agreement must be in writing and signed by Client and Attorney.
7. **PRIOR AGREEMENTS:** This Agreement incorporates all prior agreements and understandings between Client and Attorney.
8. **EFFECTIVE DATE:** This Agreement shall become effective when both Attorney and Client sign it and upon Attorney's receipt of the fees as listed in clause 3 above.
9. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed and construed under the laws of the State of Texas. Client consents to the jurisdiction of the State of Texas as the exclusive jurisdiction, and Harris County, Texas as the exclusive jurisdiction, for any litigation regarding this Agreement.
10. **FILING FEES:** Client agrees to pay all government filing fees to Zhang & Associates, P.C. at the time of filing, including, but not limited to:
I-140 petition: \$700.00.
We usually do not accept filing fee payments via credit card except in extreme situations.

NOTE: All USCIS fees are subject to change without notice.

Client acknowledges that Client has fully read and understood Agreement. By signing Agreement, Client hereby agrees to the terms and conditions set forth herein.

Client Contact Information

Client Name: _____

Client Day Time Phone Number: _____

Client Home Phone Number: _____

Client Email Address: _____

Client Alternative Email Address: _____

Client Signature: _____ Date: _____

Attorney Signature: _____ Date: _____

Credit Card Payment

For credit card payment form for attorney fee

<https://www.hooyou.com/services/paymentmethod/credit-card.html>

Mail-in Payment

Please kindly make your check payable to Zhang & Associates, P.C., and mail it with a copy of the signed agreement to:

Zhang & Associates, P.C.
9999 Bellaire Blvd, Suite 920,
Houston, TX 77036