

**SUZETTE TOLEDANO
ATTORNEY AT LAW
TOLEDANO ENTERTAINMENT AND ARTS LAW
ENTERTAINMENT LAW ABOVE THE HOUSE OF BLUES®
215 DECATUR STREET, SUITE 300
NEW ORLEANS, LOUISIANA 70130
(504) 525-2552
FAX (504) 525-2550
suzettetoledano@gmail.com**

Date

Ms. _____
Address
Phone

By Email to: _____

Dear _____:

I accept with pleasure your engagement of me as counsel to provide legal services regarding your music business career.

My fees are based upon the reasonable value of my services. You will be billed at the following hourly rates:

Suzette Toledano, Principal Counsel	\$ _____
_____, Associate	\$ _____
Legal Assistants	\$ _____ (copyright registration work)

My hourly rates will be subject to increase from time to time, however you shall be notified in writing prior to being charged any increase in my hourly rate. My statements will be payable upon receipt.

The above charges for my services do not include expense items such as travel, transportation, lodging, meals, telephone calls, telex messages, courier or messenger services of outside vendors. All photocopies will be charged at a rate of \$.20 per page. Outgoing faxes will be charged at a rate of \$.50 per page. Long distance telephone may be charged at a rate of \$15.00 per month that I am actively making such calls. Any such expenses which I may incur on your behalf will be itemized in my invoices and will be your responsibility.

You may be billed periodically. Although I shall attempt to capture all time charged and disbursements made in your behalf through the closing date set forth on each statement, there may be charges for a particular time period which will not get into certain statements. Any such charges will appear on subsequent statements.

I shall expect the statements to be paid within fifteen (15) days of presentation. If an invoice is not paid promptly, interest will accrue thereon at 1% per month and I will have no further duty to represent you regardless of the status of any matter at the time of non-payment. You further agree that in the event of a dispute between us over collection of an invoice, in addition to any other legal rights and remedies that may be available to me, such dispute may be submitted for mediation in the

City of New Orleans before a mutually agreeable certified mediator knowledgeable in the entertainment business. You further agree to participate in good faith in such mediation process, if any.

It is my policy to require an initial cash retainer in the amount of _____ (\$_____) Dollars for new representations, [however for this matter the initial cash retainer has been reduced to \$_____] Such retainer shall be applied against my fees (but not against any expenses incurred by me on your behalf).

Either of us is free to terminate this agreement at any time upon thirty (30) days written notice. In such an event, you are responsible for all fees due to me, together with any expenses incurred through the date of termination and I shall work with you to effect an orderly transition of matters. Any termination on my part will be consistent with the then applicable standards for such actions set forth in the Louisiana Code of Professional Responsibility. If my representation of you should terminate at any time prior to the time the reasonable value of my services equals the amount of your retainer, I will refund the excess promptly.

At the conclusion of this matter, I will retain your legal files for a period of five (5) years after we close our file. At the expiration of the five-year period, I will destroy these files unless you pre-notify me in writing that you wish to take possession of them. I reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

I contemplate rendering my services to you on the foregoing basis. Please call me if you have any objections to any of the foregoing or any questions prior to signing this Agreement. I highly regard your business and feel all aspects of my representation are appropriate subjects of discussion.

You hereby acknowledge that we have discussed the fee arrangements provided herein and that you fully understand them. Notwithstanding, I strongly urge you have this agreement examined by an independent attorney of your choice.

This Agreement may be signed in multiple counterparts. I would appreciate it if you would print out two originals of this letter; sign at the place indicated and thereafter return both originals to me together with your initial payment to me in the sum of \$_____. I once again thank you for selecting me to represent you and I look forward to serving you.

Sincerely,

Suzette Toledano

Accepted and agreed to on the _____
day of _____.

By: _____