



THE BAR ASSOCIATION
of the Kaliningrad region
SPECIALIZED
COLLEGE OF ADVOCATES
OF THE KALININGRAD CITY

Contract (agreement)
№ _____ for legal services

__ / __ / 2018

Kaliningrad

Kuznetsov Ivan Vladimirovich, a lawyer of the Specialized College of advocates of the Kaliningrad city hereinafter referred to as the «Lawyer» as the party of the first part, and _____ hereinafter referred to as the «Client» as the party of the second part, have agreed to conclude the present contract hereinafter referred to as the «Contract» as follows:

§ 1

The subject matter

1. The Lawyer shall as per the Client's order provide the following services:

§ 2

Cost, payment procedure, and
the reimbursement of expenses

2.1. The Client shall pay the Lawyer for the services rendered to him within the time and in the manner specified in the Contract.

2.2. The size of the fee for the work performed is established upon agreement between the parties in the amount of _____ rubles regardless of the outcome of the case, and cannot be returned. The lawyer explains to the Client that in accordance with the "Code on Professional Ethics of Lawyer" adopted by the first All-Russian Congress of lawyers on the 31st of January 2003, the lawyer is not entitled to give guarantees of the successful solution of the case to his Client.

2.3. The amount of the fee specified in paragraph 2.2. of the Contract shall be paid by the Client onto the Lawyer's account, as specified in the Agreement Appendix #1.

2.4. The payment procedure is made in accordance with the approved by the Parties Work Plan in the Appendix #2 to the Agreement.

2.4. Payment of the court costs (stamp duty, expert examination, expert opinion, etc.) is made by the Client at his/her own expense, and does not include the Lawyer's fee specified in the paragraph 2.2. of the Contract.

2.5. In case of the Lawyer's departure on a business trip for the implementation of this Agreement, the Client shall reimburse the actual Lawyer's travel, accommodation, and meal expenses incurred.

§ 3

Procedures for rendering services

3.1. The legal services are provided by the Lawyer personally. The Lawyer is entitled to engage the third parties for the implementation of the legal services upon agreement with the Client.

3.2. The parties shall be governed by Chapters 39 and 49 of the Civil Code of the Russian Federation in performing the Contract.

3.3. The Lawyer must constantly coordinate his/her actions and report to the Client.

3.4. After making a legal action, the Lawyer reports to the Client the work progress in person at the Lawyer's office, by e-mail, or by fax if the Client has one. The messages sent by e-mail or fax have the same legal force as the documents on paper. If the party does not confirm the message (report, work acceptance protocol, costing, etc.) within five calendar days, it (the message) is considered approved and accepted by the other party.

_____ The Lawyer

_____ The Client

§ 4

Period for services performance

4.1. The service is considered rendered:

- after the execution of the Contract 's subject matter specified in paragraph 1.1 of this Contract;
- after the Court decision on termination of the proceedings;
- after the Court statement on leaving the claim without consideration;
- after the plaintiff's rejection of a claim, a settlement agreement, or leaving a claim without consideration;
- in case of full or partial satisfaction of the claims voluntary, pre-trial or at any stage during the court.

4.2. In case the services continue to be provided after the expiry of one year from the date of signing this contract, the Client may extend the contract on the same terms by notifying the Lawyer ten days prior to the expiration date of this contract in writing, by fax, or by e-mail.

§ 5

Modification, termination, and unilateral repudiation of the contract

5.1. The Client shall be entitled to repudiate the obligations under the Contract upon paying the Lawyer for the legal services actually performed, the cost of which is defined in p. 2.2. of the Contract, as well as the costs actually incurred by the Lawyer confirmed with the payment documents by noticing the Lawyer 10 (ten) calendar days in advance.

The re-calculation of the works actually performed by the Lawyer shall be carried out in accordance with the rates approved by the Chairman of the Nonprofit Organization Specialized College of Advocates of the Kaliningrad city. (Agreement Appendix #3)

5.2. The Lawyer is entitled to repudiate the Contract for the paid rendering of services upon re-calculating the funds received and the works actually performed, the cost of which is defined in p. 2.2 of the present contract, by notifying the Client 10 calendar days in advance.

5.3. In case of the Client's payment arrears in paying the fee set in paragraph 2.2. of the Contract, Agreement Appendix #2, for more than 5 (five) days, the Lawyer has the right for the unilateral repudiation of the agreement, whereby the Contract is terminated (stopped).

5.3. The amendments and modifications to the present Contract are possible if the parties so agree. All amendments and modifications are valid if they are made in writing and signed by the parties.

§ 6

Liability of the parties

6.1. In case of any disagreements or disputes, the parties shall foster the efforts for their early settlement through negotiations based on mutual trust and respect. The filing of a written complaint is required. The party which received the complaint must respond within 30 calendar days.

6.2. The liability of the parties is determined by the current legislation of the Russian Federation.

6.3. The Lawyer is not responsible for the accuracy of the Client's documents, exhibits, and other materials.

6.4. The Lawyer who has not performed the obligations or performed them improperly shall be liable, if there is evidence of his guilt.

§ 7

Special conditions and agreements

7.1. The Client is informed, he understands and agrees with the cost, the types and the ambits of the legal assistance of what the Lawyer is required to fulfill in accordance with this Contract. The Client confirms full understanding and agrees with the terms of this Contract.

7.2. The Client shall not be entitled to demand from the Lawyer; and the Lawyer shall not be entitled to guarantee a favorable resolution of the Client's problem and of the case in general. It is made clear to the Client that there is no guarantee for achieving the desired outcome.

7.3. All the information contained in this Contract refer to the client-attorney privilege, and cannot be disclosed. All information and documents transmitted by the Client to the Lawyer are also subject to the non-disclosure agreement. The Lawyer is not responsible for the disclosure by the Client of the information covered by the rules of professional secrecy.

7.4. A copy of this contract is sent to the Client's email address. The present Contract is deemed to be concluded as soon as the fee is transferred to the Lawyer's bank account in accordance with p. 2.2, 2.3, 2.4 of this Contract. Transferring the money, the Client agrees to the terms of this Contract. (the Client is not technically able to sign this contract due to the remoteness).

7.5. The Client consents to the online publication by the Lawyer of different postings (articles, analysis, legal opinions) concerning his case.

§ 8

Final provisions and details of the parties

8.1. In all other matters not indicated in the Contract, the parties shall be governed by the regulations of the Russian legislation.

8.2. The Contract (agreement) is made in two authentic copies of equal legal force, one copy for each of the parties.

8.3. The Contract (agreement) is written in two languages, Russian and English, both of equal legal force.

The Lawyer:

Kuznetsov Ivan Vladimirovich

Phone: +79216176835, 764547

email: lawyer39@mail.ru

The Client:

Phone: _____

email: _____
