

CONTRACT FOR SERVICES

The undersigned (“Contracting Attorney”) does hereby contract with Ozark Legal Writing, PLC (“OLW”), to provide legal research and writing services regarding:

and such other matters Contracting Attorney may request from OLW. This Agreement is made upon the following terms:

1. OLW shall provide its best services to the Contracting Attorney, providing all contracted-for products or services in a timely manner and completed form.

2. Any products or services provided by OLW pursuant to this contract do not and shall not create an attorney-client relationship under Arkansas or other applicable state law between OLW or its representatives and any individual or entity, specifically including but not limited to the Contracting Attorney and the client of the Contracting Attorney.

3. That the Contracting Attorney retains all obligations imposed by Arkansas Rule of Civil Procedure 11, or its equivalent, and OLW is not bound by such obligations.

4. That any dates specified by the Contracting Attorney as due dates for the services of OLW shall give the Contracting Attorney time to review any materials or products provided by OLW for accuracy and quality, as well as revision, if necessary, before such materials or products must be filed with a court, presented to a client or a deadline is otherwise reached.

5. Rate charged on an hourly basis in minimum increments of one-

tenth of an hour is \$70.00 for all research and/or writing performed by OLV unless modified by Paragraph 13 of this Contract.

a. Initial review of a record/transcript pursuant to preparing an appellate brief shall be \$45.00 per hour, billed in tenth-hour increments.

b. All abstracting pursuant to the preparation of an appellate brief, to include either the appellant's abstract or the appellee's supplemental abstract shall be \$60.00 per hour, billed in tenth-hour increments.

c. There shall be no charge for time spent exclusively in the finalizing of the format of appellate briefs to ensure compliance with the applicable rules of appellate procedure, to include: ensuring correct margins and page numbering format, preparation of Table of Contents and preparation of Table of Authorities.

6. Fees are due upon delivery of the agreed-upon service, product or material. If not paid within thirty (30) days of billing, fees accrue interest at the highest rate permissible under Arkansas law, adjusted on the first of each month to current rates.

7. If the services are provided to a corporation, limited liability company or limited partnership, the individual signing this Agreement personally guarantees all fees, expenses and interest.

8. To the extent any written material created by OLV is copyrightable under 17 U.S.C.A. §§ 101 *et. seq.* and/or applicable state laws, any such copyright is owned exclusively by Ozark Legal Writing, PLC. However, the Contracting Attorney is hereby granted full rights to use any written product supplied by OLV in any way necessary to the Contracting Attorney's rendering of legal services. All other rights are expressly reserved.

a. Any such written product may not be published, in whole or in part, without the express written consent of OLV or its authorized representative, with the exception of such publication as may be a direct

result of the legal services provided by Contracting Attorney.

b. Ozark Legal Writing, PLC, explicitly waives any right of attribution as to any such written product as used by the Contracting Attorney in the rendering of legal services and/or any publication directly resulting therefrom. Under all other circumstances, the authorship of Ozark Legal Writing, PLC, must be acknowledged.

9. The parties to this contract shall attempt to settle any disputes in good faith. If such attempts fail, the parties hereby agree to arbitrate any such disputes pursuant to the rules of the American Arbitration Association. Both parties agree that any non-arbitrable disputes shall be governed by Arkansas law, and venue is appropriate only in Washington County, Arkansas. If the Contracting Attorney is not a resident of the State of Arkansas, the Contracting Attorney hereby submits to the jurisdiction of Arkansas courts for the sole purpose of litigating disputes related to this Contract.

10. This document is intended as the full and complete agreement between the parties, with the sole exception of external material that may be referenced by Paragraph 12 of this Contract.

11. If any provision of this Contract shall be determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Contract and the remaining provisions shall remain in effect and enforceable.

12. Additional terms:

DATED this ____ day of _____, 2004.

Bradley D. Shepherd
Ozark Legal Writing, PLC

Contracting Attorney

Firm

For information purposes only:

Client of Contracting Attorney:

Docket number or adverse parties:
