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## Informal Advisory Opinions

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### **Client-Lawyer Relationship**

#### **Communication**

Opinion Number: 970040 - Rule Number: 1.4;1.5

QUESTION: Question 1. Under an hourly fee contract, may Attorney include a clause that, after presenting the client with bill, Attorney will wait a specified period of time. If the client has not paid the bill through other means by that time, Attorney will bill the amount to the client's credit card without the client separately signing the individual credit card slip?

Question 2. In a criminal defense case, may Attorney include a clause in the contract that Attorney would take a certain fee up front. If a trial becomes necessary, Attorney would bill the additional fee associated with going to trial to the client's credit card without the client separately signing the credit card slip? ANSWER: The answer to both Attorney's questions is yes. The key to the situation is making certain that Attorney adequately communicates all of the ramifications of the agreement to the client. Simply including the written language in Attorney's contract would not be sufficient. Attorney has an obligation to orally point out the provision and make sure the client understands it. It is suggested that Attorney set an upper limit, in the contract itself, of the aggregate amount Attorney will bill on the credit card. The contract should provide that the amount specified could only be exceeded with the client's express written consent. Also, in addition to notifying the client of Attorney's intent to bill a specified amount against the credit card, Attorney should send the client a receipt or confirmation when Attorney actually bills the card.



PO Box 119, 326 Monroe

Jefferson City, MO 65102-0119

P: (573) 635-4128 | F: (573) 635-2811

[mobar@mobar.org](mailto:mobar@mobar.org)



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Jefferson City, MO 65102

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