

**CONTRACT FOR SERVICES**

The undersigned ("Contracting Attorney") does hereby contract with Northwest Ohio Legal Research, LLC ("NWOLR"), 308 North Main Street, P.O. Box 274, Paulding, Ohio 45879, to provide legal research and writing services regarding:

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and such other matters Contracting Attorney may request from NWOLR.

This Agreement is made upon the following terms:

1. NWOLR 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 NWOLR pursuant to this Agreement shall not create an attorney-client relationship under Ohio or any other applicable state law between NWOLR 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. The liability of NWOLR for services performed pursuant to this Agreement shall not exceed the fee for services paid by the Contracting Attorney.
4. The Contracting Attorney retains all obligations imposed by Ohio Rule of Civil Procedure 11, or its equivalent, and NWOLR is not bound by such obligations.
5. Any and all dates specified by the Contracting Attorney as due dates for the services of NWOLR shall give the Contracting Attorney time to review any materials or products provided by NWOLR 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. The due dates for the services being provided by NWOLR are as follows:

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6. All research and/or writing performed by NWOLR shall be charged on an hourly basis-in minimum increments of one tenth of an hour-at a rate of \$80.00 unless said rate is modified by Paragraph 12 of this Contract. In addition, the following rates shall be applicable as specified:

- a. Initial review of a record/transcript pursuant to preparing an appellate brief shall be \$50.00 per hour, billed in one tenth of an 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 one tenth of an 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 of the State of the Contracting Attorney, to include: (1) ensuring correct margins and page numbering format, (2) preparation of Table of Contents and (3) preparation of Table of Authorities.

7. Any and all fees due pursuant to the terms of this Agreement shall be paid 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 Ohio law, adjusted on the first of each month to current rates.

8. If the services contracted for herein are provided to a corporation, Limited Liability Company or limited partnership, it is agreed by and between the parties that the individual signing this Agreement personally guarantees all fees, expenses and interest.

9. To the extent any written material created by NWOLR is copyrightable under 17 U.S.C.A. §§ 101 *et. seq.* and/or applicable state laws, any such copyright is owned exclusively by Northwest Ohio Legal Research, LCC. However, the Contracting Attorney is hereby granted full rights to use any written product supplied by NWOLR in

any way necessary to the Contracting Attorney's rendering of legal services. All other rights are expressly reserved. Furthermore, the parties to this Agreement acknowledge and understand that:

- a. Any such written product may not be published, in whole or in part, without the express written consent of NWOLR 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. Northwest Ohio Legal Research, LLC, 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 there from. Under all other circumstances, the authorship of Northwest Ohio Legal Research, LLC, must be acknowledged.

10. The parties to this Agreement 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 Ohio law, and venue is appropriate only in Paulding County, Ohio. If the Contracting Attorney is not a resident of the State of Ohio, the Contracting Attorney hereby submits to the jurisdiction of Ohio courts for the sole purpose of litigating disputes related to this Agreement.

11. 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 13 of this Contract.

12. If any provision of this Agreement 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 Agreement and the remaining provisions shall remain in effect and will be enforceable.

13. Additional terms:

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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Michael C. Jones  
Northwest Ohio Legal  
Research, LLC

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Contracting Attorney

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Address

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Telephone

*For information purposes only:*  
Client of Contracting Attorney:

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