

LAW OFFICES OF MARC D. OSTROW

830 Third Avenue, Fifth Floor, New York, NY 10022
(p) 917.868.1900 * (f) 347-269-4470 * www.ostrowesq.com

Legal Tune-Up Questionnaire

Thank you for contacting me. In order to maximize the effectiveness of our consultation, I'll need you to provide me with some information prior to scheduling the session. Sending me this information in advance will make our time together more productive and effective. This information will also enable me to determine whether there may be any reason why I wouldn't be able to meet with you, such as a potential conflict of interest with another client.

First Name: Mr Ms

Last Name:

Street Address:

City, State, Zip: web site:

Phone number: home business cell

Email: home business cell

Skype:

Consultation requested: 35 minutes 65 minutes

Profession (check all that apply):

composer and/or songwriter performing / recording artist record label

artistic presenter visual artist fiction writer or dramatist non-fiction writer

filmmaker and/or videographer dancer or choreographer artist representative

business/licensor of IP other, specify:

For music clients, and for others as applicable, please specify principal genres or media you in which you work (e.g., classical/new music, jazz, documentary film, etc):

Please specify best days and times (Eastern Standard Time) to schedule the consultation (e.g., Tuesdays and Thursdays 9 – 11:30 a.m. EST). Evenings and weekends are OK, subject to attorney availability:

Please *briefly* describe what you wish to discuss, e.g., copyright and/or contract issues, industry practices and terminology, potential disputes, business formation (e.g., for-profit vs. not-for profit), etc.:

Please list or describe (but *do not* attach) any relevant correspondence, such as emails or contracts (either signed or in negotiation) and specify the number of pages contained in the correspondence, emails and/or contracts:

Please list *all* individuals and/or entities involved in the matter(s) you wish to discuss with me, such as partners, collaborators, commissioners, presenter, venues, publishers, labels, attorneys, managers, potential adversaries, etc.:

Please tell me how you heard about me and this service:

Terms and Conditions of Consultations for Legal Tune-Up Service

Attorneys are licensed and regulated by the State. There are certain rules we have to comply with and I also like to have the “ground rules” for any consultation or client representation clearly spelled out up front. This way, you and I know what to expect from each other. That’s fair, right? So please carefully read these brief T&C’s, which we lawyers refer to as a retainer agreement.

- The client consultation will consist of one 35 or 65 minute session with Marc D. Ostrow, Esq. The time limit will be strictly enforced.
- The consultation shall take place by telephone or Skype only.
- Payment for any consultation must be made *in advance* by credit card, money order or check (sorry, no PayPal).
- The client questionnaire must be returned prior to the consultation, along with the payment authorization form if paying by credit card. Payment will be processed only after a consultation has been accepted and scheduled and you will receive confirmation of payment by email.
- The attorney-client relationship begins when the consultation is *accepted and scheduled and the advance payment is processed* and ends with completion of consultation unless additional time is purchased.
- Our discussions during the consultation, along with documents and other information you supply in connection with the session, will be kept strictly confidential.

- The consultation fee is **\$175.00** for a **35** minute session and **\$295.00** for a **65** minute session. The extra five minutes is for introductions, confirming the terms and conditions and getting comfortable with the setting, thereby assuring you receive a full 30 or 60 minutes of legal consultation time.
- You may purchase a maximum of six 35-minute or four 65-minute sessions per year and may not purchase more than two sessions per month.
- Once an appointment is accepted and scheduled, I will ask you to supply copies of relevant documents (e.g., emails, contracts) and I will perform a reasonable advance review of some documentation, e.g., non-voluminous email correspondence, short contracts, but not lengthy correspondence, contracts, manuscripts, etc.
- I will advise how to handle a situation or negotiation but I will not engage in any active negotiations during the consultation. Similarly, I will provide comments to contracts and other documents but I will not write correspondence or write or revise contracts as part of a consultation. Additional fees for these services will be required at many standard billing rates, which, for individual artists (as opposed to businesses) starts at \$375.00 per hour (billable in tenths of the hour).
- I may decline to accept a request for a consultation *for any reason*, including if I believe there may be an actual or potential conflict of interest with any of my present or former clients.
- I will provide you with a Statement of Client's Rights and a Statement of Client's Responsibilities prior to the consultation.
- *I request that you cancel or reschedule an appointment at least 12 hours in advance of the consultation. If more than 10 minutes has passed since the scheduled start time of a consultation and you are not available I will consider the appointment to be missed and you can either reschedule the appointment or have the consultation fee refunded.*
- *I do not promise or guarantee any particular result or outcome resulting from any consultation and prior results with respect to any matters do not guarantee a similar future outcome.*
- Please check off the acknowledgement and sign below.

____ I agree to the above terms and conditions and confirm that any information I supply in connection with my attorney consultation is complete, true and correct. I also confirm that I have been supplied with a copy of the Statement of Client's Rights and the Statement of Client's Responsibilities prior to my consultation.

Signature

Print Name:

Date:

Please return the signed, completed form by PDF to marc@ostrowesq.com or fax to 347-269-4470.

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CLIENT CREDIT CARD PRE-AUTHORIZATION

In an effort to better serve our clients and simplify your billing experience, our firm accepts credit cards. We will not process payment for a "Legal Tune-Up" session until your request for a consultation has been accepted and your appointment has been scheduled. Charge card information is filed with your confidential client information and kept secure. You will receive a receipt by email when payment is processed. Thank you for your cooperation.

Name as it appears on credit card: _____

Billing address as it appears on credit card: _____

Email: _____

Type of Card: ___ Visa ___ Mastercard ___ Discover.

Credit Card Number: _____

Expiration Date: _____ Security Code: _____

___ I authorize the Law Offices of Marc D. Ostrow to charge the amount of \$175.00 for a 35 minute consultation.

___ I authorize the Law Offices of Marc D. Ostrow to charge the amount of \$295.00 for a 65 minute consultation.

PERSONAL GUARANTEE

I, the undersigned, personally guarantee performance of the financial provisions of this agreement.

Cardholder name as it appears on credit card: _____

Signature of Card Holder: _____ Date: _____

Please return the signed, completed form by PDF to marc@ostrowesq.com or fax to 347-269-4470.

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STATEMENT OF CLIENT'S RIGHTS

Section 1210.1 of the Joint Rules of the Appellate Division (22NYCRR§1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

(See next page for Client's Responsibilities)

STATEMENT OF CLIENT'S RESPONSIBILITIES

(Promulgated by the New York State Bar Association)

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request from the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter of the lawyer has previous personal or professional commitments that

will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.

10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.