

RETAINER AGREEMENT

THIS AGREEMENT was entered into on _____, in Florida between _____ and The Divorce Center, P.A., hereinafter called "the firm."

1. The undersigned Client, does hereby retain the firm, The Divorce Center, P.A., to represent the Client in connection with:

Description of representation: _____

2. I retain the firm as my attorneys to represent me in a single family-law related matter now pending or to be filed in Florida.

3. I agree to pay a retainer in the amount of \$ _____.

4. I acknowledge that the entire initial retainer shall be applied as an engagement fee for our firm agreeing to represent you and assuring you of our availability to you in this matter. **This engagement fee is non-refundable and fully earned when received.**

5. The retainer shall be held by the firm in trust and shall be applied toward the amount of attorney's fees as hereinafter provided. If the Firm's employment is terminated before attorney fees exceed the initial retainer, the entire sum initially paid will not be refunded in accordance with paragraph 4.

6. Attorney fees do not include the Clerk of Court filing fee, process server fees, mediation fees, copy and postage fees, or any other costs. A flat fee of \$150.00 will be immediately deducted from the retainer and shall cover copy, postage, & supply expenses for the period prior to and including mediation. For cases that are proceeding to trial, additional fees for expenses will apply.

7. The Client shall pay attorneys' fees to the firm based upon the time involved at the present hourly rates for firm employees as follows:

Attorney	\$285.00 per hour
Case Manager	\$150.00 per hour
Paralegal.....	\$100.00 per hour

All time spent on issues related to the client will be billed including:

- a. All time spent on telephone calls, emails, and any other communication method with the client, the client's agent, the court, or the opposing side.**
- b. All time spent copying, filing, scanning, imaging, or binding.**
- c. Time spent in court, preparing for court, or traveling to and from court.**
- d. All other time expended by office staff on the client's case.**

Hourly rates are subject to change and shall increase from time to time, provided that notice thereof is given to the Client prior to any such change.

8. The hourly rate shall be applied to all time spent on the Client's case. Time billed for includes, but is not limited to time for conferences, collection of financial disclosure, review of all documents, discovery of data, preparation for hearings, drafting documents, negotiations, evaluation of all the legal issues affecting your matter, court time and travel to and from locations away from our office. I also understand that it is the practice of the firm to bill for all services rendered, including each telephone call, review and responses to e-mail, letters and faxes, review of correspondence from the Court, opposing party and Client, no matter how short its duration.

9. The Client agrees that the time spent in the initial consultation has been beneficial to the client and any time beyond the initial 30 minutes will be billed to the client at the hourly rate schedule above.

10. When the number of hours spent on the clients' matter, multiplied by the appropriate hourly rate set forth above, results in the depletion of the retainer balance to an amount \$550.00 or lower, a further retainer in an amount to be determined by your attorney will be required. The replenishment of the retainer must be paid within seven (7) days of request. If the retainer is not replenished, then the firm will file a Motion to Withdraw and set the matter for hearing. The Client will be billed for the drafting of the motion and the time required for the attorney to attend a hearing, if necessary.

11. I understand the attorney will not be responsible for the preparation of a Qualified Domestic Relations Order (QDRO) if one is required in my case. In the event a QDRO is necessary, the attorney will refer me to a specialist in that area of law and I will be solely responsible for the payment of their fees. Many times the QDRO is drafted after the divorce is finalized. In such event, I understand that the time incurred by the attorney in reviewing the QDRO and submitting to the Court will be billed against the retainer.

12. I have been informed and I understand that it is impossible at this time to determine the total amount of my attorney's fee. The firm shall have the authority to make advances for all outside costs and expenses on my behalf. The firm has the right to terminate representation at any time at the firm's sole discretion.

13. I understand that the Court may order my adversary to pay part or all of the fees and out-of-pocket expenses expended on my behalf, although sometimes the Court makes no order for fees and costs. I have been informed that if, on the other hand, I am the more financially able spouse or if my actions cause or promote unnecessary or excessive fees for my opponent, the Court may assess his or her fees, suit money and costs against me.

14. I agree to promptly pay for all services performed on my behalf, as reflected in all periodic billing statements and in the final bill issued to me. I understand that interest will be charged and added to the balance of my account commencing and to the extent that same remains unpaid fifteen (15) days after the rendering of billing for said account. Interest will be charged at the rate of 12% per annum, commencing thirty (30) days after the account is submitted to me.

15. I have been informed that the firm's policy is to submit billing statements on request.

I have been instructed to contact the firm or my attorney to request such billing statement for review. I shall review such billing statements for possible errors and shall communicate with the firm in writing regarding any billing difficulties in a timely manner to ensure that accurate records are maintained.

16. The provisions of this Agreement, at the firm's discretion, may be disclosed to the Florida Bar or court in connection with any application by the firm or Client for fees for services that may be rendered on my behalf, and the firm shall have the right to advise the court of any amounts received on account as and for fees and any security that I have given to the firm to secure their fees.

17. The firm shall have a lien on all documents, property or money in their possession for the payment of all sums due to them from me under the terms of this Agreement. I agree that the firm shall be entitled to a charging lien insuring that, if the firm so elects, payment to the firm will come from the recovery, that is out of the results or fruits of the litigation, as is explained by the Florida Supreme Court in the case of Sinclair v. Baucom, 428 So.2d 1383 (Fla., 1983).

18. In the event it is necessary to institute proceedings against me for the collection of fees and advances due to the firm from me, I agree to pay all costs and expenses necessitated to collect including reasonable attorney's fees.

20. All cases that become inactive will be charged a maintenance fee of one-half (1/2) hour of attorney billable time per month.

21. Payments by credit card: The firm does accept payment of attorneys fees and costs via credit card. However, a three percent (3%) surcharge shall be added to any fee for all Visa/Mastercard accounts and a six percent (6%) surcharge for all Discover, American Express, and Diner accounts.

Credit Card Authorization

Card Type: MC VISA AMEX DSCVR

Card number: _____ Exp: _____

Name on card _____

Billing Address on card: _____

By: _____
Client

By: _____
The Divorce Center, P.A.