

# ATTORNEY EMPLOYMENT AGREEMENT EVICTON LEGAL SERVICES

THIS AGREEMENT confirms that CLIENT retains the FIRM as attorneys at law to represent CLIENT for legal services and/or for all **claims regarding eviction of tenant(s)** at properties owned or managed by CLIENT.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN CLIENT AND FIRM AS FOLLOWS:

1. **Basic Fee Arrangement:** After discussion with Attorneys, Client has considered alternative fee arrangements and has chosen the following fee arrangement:

- a) **\$50.00 Non-Refundable Attorney Flat Fee for preparation of Notice to Tenant.** This fee does not include the cost of service or posting of the notice.
- b) **\$175.00 Non-Refundable Attorney Flat Fee for Uncontested Eviction (Count I – Possession):** Client agrees to pay \$175.00 for the first tenant and \$25.00 for each additional tenant for attorney fees for the eviction action. This fee is non-refundable and fully earned when received. The Attorney flat fee does not include court costs, sheriff's fee, or settlement negotiations and agreements for which we charge hourly. In the event the tenant defaults (does not file an answer to the complaint), this fee includes obtaining judgment against the tenant for possession and preparing the documents required for enforcement of the judgment for possession. It does not include the sheriff's fee for the Writ of Possession. It does not include obtaining a judgment for rent due, Attorneys' fees, and costs, or enforcement or collection of any money judgment obtained.
- c) **\$150.00 Additional Non-Refundable Attorney Flat Fee for Uncontested "Money Judgment" (Count II):** As an additional service, in the event a default judgment is obtained for possession of the premises, if Client chooses to have Attorneys obtain a "money judgment" for the rent, daily rental value damages, Attorneys' fees (if available under the Client's rental agreement), and court costs, Client agrees to pay an additional \$150.00 for the first tenant and \$25.00 for each additional tenant for this service, payable when Client signs the necessary papers to obtain such "money judgment." This fee is non-refundable and fully earned when received. Collection of monies owed the Client by the tenant(s) is not part of this representation.
- d) **\$250.00 Additional Attorney Fees and Additional Retainer for Settlement Negotiations and for Contested Hearing:** If Attorneys must enter into settlement negotiations with the tenant or the tenant's Attorneys and if the Attorney must attend a hearing, in addition to the flat fee noted above, Client agrees to pay Attorneys a non-refundable flat fee \$250.00 on or after the date Attorneys enter into settlement negotiations or receive notice that a hearing was filed. This fee includes preparation of settlement agreement, and obtaining court approval of agreement.
  - a. **In addition, client agrees to pay an additional non-refundable retainer of \$250.00 to Attorneys immediately upon notice that a hearing is set in this case or Attorney enters into settlement negotiations. This fee is non-fundable and fully earned when received.**
- e) **\$150.00 Additional Attorney Flat Fee for Tenant Violation of Stipulation:** In the tenant fails to pay or act in accordance with the terms of the Stipulation for Settlement, Client agrees to pay additional Attorney Flat Fee for preparation and filing of declaration of non-compliance with the court to proceed with the case to judgment and to obtain a writ of possession. This fee is non-refundable and fully earned when received. This fee does not include the sheriff's fee.

## 2. Additional Fee Arrangements:

- (a) **Client Pays Court Costs:** *In addition* to the fee arrangement in Paragraph 2 herein, Client agrees to pay all costs. Costs include, but are not limited to, those for the following: court filing fees, service of

### THE LAW OFFICE OF CHRISTOPHE FIORI, PLLC

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process (approximately \$40 per tenant per serve), investigation, interpreters, experts, telephone charges, court reporters, record procurement, photography, deposition charges, costs of trial or arbitration, postage, and photocopying. "Costs" do not include charges for Attorneys' time spent on the matter. Client agrees to reimburse the Attorneys for any costs advanced by Attorneys on Client's behalf, whether or not there is any recovery. When Attorneys perform services for Client other than at the office of Attorneys, time is charged from the time Attorneys leaves Attorneys' office until Attorneys' return to said office.

- (b) **Interest on Past Due Balances:** Client agrees to pay interest at the rate of one Percent (1%) per month on balances due Attorneys for fees and costs which remain unpaid for a period of thirty (30) days after the first billing for such fees and costs.
- (c) **Lien on Rents or Money Received:** Client agrees that any rents or other monies received by Attorneys on behalf of Client from tenant or other persons shall be retained by Attorneys in Attorneys' Trust Account and can be applied to any outstanding balance on this or any other matter of Client. Client hereby grants Attorneys a lien upon the cause of action, and upon any documents, records, or papers in connection therewith, and upon any sum received in this matter, by settlement, judgment, or otherwise, to the extent of the foregoing fees and costs incurred or advanced.
- (d) **Time and Expenses for Collecting Bills:** If Attorneys spends time or incurs expenses on efforts to collect disputed or overdue payments due to Attorneys from Client, Client shall pay all expenses and shall be charged \$150 per hour for Attorney time, and \$75 to \$90 per hour for Paralegal's time spent on such matters, including, but not limited to, mediation, arbitration or litigation.

3. **Settlement:** Client and Attorneys acknowledge that no settlement shall be made without the consent of the client. (Client and Client's Attorneys both recognize that any settlement decision is ultimately solely Client's decision.)

4. **No Guarantee of Successful Outcome:** Client acknowledges that Attorneys have made no guarantee regarding the successful termination of this action, or of any aspect of Client's case, and all expressions relative thereto are matters of opinion only.

5. **Withdrawal or Discharge of Attorneys:** Client may discharge Attorneys, and Attorneys may withdraw from representation of Client, at any time by so notifying the other party, without any further obligation whatsoever by Client or by Attorneys, except that Attorneys shall be entitled to the fees and costs set forth above, that are incurred prior to the date of discharge or withdrawal, plus any fees or costs reasonably and necessarily incurred in carrying out the withdrawal or discharge. Representation ends with the eviction of the tenant or the conclusion of the first cause of action and/or second cause of action, whichever comes first.

6. **Explanation of Fees:** Client understands that attorney is charging a flat fee rate and that, if attorney charged normal hourly rate, the fee would be much higher. Client further understands that if the tenant vacates the property prior to the eviction hearing, it is most likely because of Attorney's work in preparing and filing the eviction complaint and that Attorney has earned the flat fee as a result. The desired result has been obtained. At attorney's hourly rate, preparation of the complaint, filing the complaint, communicating with the client, and other case related activities have resulted in the expenditure of time which has met or exceeded the flat fee charged in this matter.

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<u>Description of Legal Services</u>	<u>Attorney Fee</u>
• Preparation of pre-suit Notice to Tenant	\$50.00
• Preparation and filing of Eviction Complaint for Count I – Possession Only. (One tenant, additional \$25.00 after first tenant)	\$175.00
• Preparation and filing of Eviction Complaint for Count I (Possession) and Count II (Money damages). (One tenant, additional \$25.00 after first tenant)	\$325.00
• Hearing set for determination of rent owed or final hearing or settlement negotiations and preparation of stipulation.	\$250.00
• Preparation and filing of declaration of non-compliance with stipulation, obtain final judgment and writ of possession. (Does not include sheriff’s fee).	\$150.00

I HAVE READ ALL THE ABOVE, I HAVE BEEN GIVEN AN OPPORTUNITY TO DISCUSS IT WITH ANY ADVISORS I CHOOSE, I UNDERSTAND IT, AND I AGREE TO ALL OF IT.

*Client:*  
**For Individual Clients:**

*Client:*  
**For Company Clients:**

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 Signature

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 Name of Company

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 Date Signed

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