



ATTORNEY EMPLOYMENT AGREEMENT EVICTION LEGAL REPRESENTATION

THIS AGREEMENT confirms that _____ ('CLIENT') retains the Law Office of Christophe Fiori, PLLC ('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:

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

- A. **\$85.00 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.

ATTORNEY FLAT FEE RESIDENTIAL UNCONTESTED EVICTION

- B. **\$500.00 Non-Refundable Attorney Flat Fee for Residential Uncontested Eviction for Non-Payment of Rent (Unsubsidized) (3 Day Notice)**
- C. **\$500.00 Non-Refundable Attorney Flat Fee for Residential Uncontested Eviction for Holdover tenant (15 Day Notice)**
- D. **\$500.00 Non-Refundable Attorney Flat Fee for Residential Uncontested Eviction of family member, guest, or squatter.**
- E. **\$500.00 Non-Refundable Attorney Flat Fee for Residential Uncontested Eviction for Material Non-Compliance with Lease or Law (7 Day Notice)**
- F. **Additional \$250.00 Non-Refundable Attorney Flat Fee for Uncontested "Money Judgment Count II" (Must be filed with Count I):** Client agrees to pay additional \$250 for the first tenant and \$25 for each additional tenant for uncontested "Money Judgment – Count II". This fee is non-refundable and fully earned when received. Not included: hearing or mediation, contested matters for which additional hourly fees below apply. Collection of monies owed the Client by the tenant(s) is not part of this representation. Additional attorney fees may apply at the hourly rates of \$300 per hour for attorney and \$120 per hour for paralegal.
- G. Client agrees to pay the attorney flat fee above (paragraph B - F above) for the first tenant and \$25 for each additional tenant for attorney fees for filing of the eviction action for possession only through final judgment and writ of possession, provided the case is uncontested. In the event the tenant defaults (does not file an answer to the complaint), the attorney flat fee includes obtaining judgment against the tenant for possession and preparing the documents required for enforcement of the judgment for possession. The attorney flat fee is non-refundable and fully earned when received. The attorney flat fee **DOES NOT INCLUDE: court costs, sheriff's fee, hearing or mediation, or contested issues or settlement negotiations and agreements for which additional attorney fees may apply at the hourly rates of \$300 per hour for attorney and \$120 per hour for paralegal.**

ATTORNEY LEGAL FEES for ADDITIONAL OR CONTESTED ISSUES

- H. **Tenant Files Contested Answer** If the tenant files a Contested Answer and/or deposits rent into the registry of the Court, the client agrees to pay to the attorney immediately an additional \$250.00 non-refundable retainer if the tenant is not represented by an attorney or \$500 non-refundable retainer if the Tenant is represented by an attorney, which retainers are fully earned when received. Additional attorney fees may apply at the hourly rates of \$300 per hour for attorney and \$120 per hour for paralegal.
- I. **Preparation of Stipulation for Settlement and Order** Client agrees to pay to the attorney an additional \$250.00 non-refundable retainer if the tenant is not represented by an attorney or \$500 non-refundable retainer if the Tenant is represented by an attorney, which retainers are fully earned when received for **legal services to include:** preparation of written agreement, submitting agreement to the court for approval, and up to one (1) hour related consultations with attorney. Additional attorney fees may apply at the hourly rates of \$300 per hour for attorney and \$120 per hour for paralegal.
- J. **Preparation of Non-Compliance with Stipulation and Order \$250.00 Additional Attorney** Client agrees to pay to the attorney an additional \$250 non-refundable retainer if the tenant is not represented by an attorney or \$500 non-refundable retainer if the Tenant is represented by an attorney, which retainers are fully earned when received for **legal services to include:** preparation of written agreement, submitting agreement to the court for approval, and up to one (1) hour related consultations with attorney. Additional attorney fees may apply at the hourly rates of \$300 per hour for attorney and \$120 per hour for paralegal.
- K. **Mediation or Hearing.** Upon filing of a notice of hearing or notice of mediation Client agrees to pay to the attorney an additional \$250 non-refundable retainer if the tenant is not represented by an attorney or \$500 non-refundable retainer if the Tenant is represented by an attorney, which retainers are fully earned when received if a contested hearing or mediation is scheduled. **legal services includes:** preparation and attendance at contested hearing or mediation, related court filings, and up to one (1) hour related consultations with an attorney. Additional attorney fees may apply at the hourly rates of \$300 per hour for attorney and \$120 per hour for paralegal

The Law Office of Christophe Fiori, PLLC

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- L. **Client Pays Court Costs:** *In addition* to the fee arrangements herein, Client agrees to pay all costs. Costs include, but are not limited to, those for the following: court filing fees, service of process, investigation, interpreters, experts, 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.
- M. **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.
- N. **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.
- O. **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 \$300 per hour for Attorney time, and \$125 per hour for Paralegal's time spent on such matters, including, but not limited to, mediation, arbitration or litigation.
- P. **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.)
- Q. **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.
- R. **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.
- S. **Explanation of Fees:** Client understands that the attorney is charging a flat fee rate for select services and that, if the

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 the Attorney's work in preparing and filing the eviction complaint and that the 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.

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:

Signature

Print Name

Address

Date Signed

Phone: _____

E-mail: _____

Client:

For Company Clients:

Name of Company

By: Signature/Print Name

Address

Date Signed

Phone: _____

E-mail: _____

Attorney (Firm)