

FAMILY LAW RETAINER AGREEMENT

AGREEMENT entered into on the ____ of _____, ____ in _____, _____ County, Florida, between undersigned client and **Stilianopoulos Law Firm, P.A.**, hereinafter called "the firm."

1. I, _____, hereinafter called "client", retain the firm as my attorney[s] to represent me in a single family-law related matter now pending or to be filed in _____ County, Florida, specifically, an action for _____ with a single case number. I authorize you to do and perform all acts on my behalf that are necessary and appropriate to securing a judgment. I understand that this agreement obligates me to pay you for all legal services rendered during the course of the proceedings including, but not limited to, the preparation of pleadings, meetings between myself and you or your staff, telephone conversations, meetings that concern the proceedings between firm staff and third persons, all pretrial activities, court appearances, legal research, travel, and organization of all documents and files.

I understand that this Agreement covers legal representation only through trial and/or final judgment. It does not include appeals, post-judgment contempt or enforcement, modifications or post-trial proceedings. I also understand that the firm's representation does not include other related matters, such as temporary or permanent injunctions, bankruptcy proceedings, birth certificate amendments or real estate transactions, unless specified in this retainer. Additionally, I understand you 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, you will refer me to a specialist in that area of law and I will be solely responsible for the payment of their fees. I also understand if this is a dissolution of marriage with minor children, I will have to complete a parenting course if the Court requires such.

If the representation is for an uncontested matter, I understand that in the event that the proceedings become contested by the Respondent filing an Answer and if necessary a Counterpetition, the legal fees will surpass the engagement fee, and will be based off an hourly rate or additional retainer of as noted below

2. I agree to pay the firm as compensation for your professional services a minimum sum of \$_____ as an **initial retainer/flat fee** which is **fully earned when received**. I realize that an initial retainer is only a minimum fee and that an additional fee may be charged should the cost of services rendered exceed the retainer amount. **I have been informed and I understand that it is impossible at this time to determine the total amount of my attorney's fee.**

3. I fully understand that a portion of my fee is based on an hourly rate. I understand that it is the practice of your office to compute not less than .10 (6 minutes) of an hour for each service rendered, including each telephone call, no matter how short its duration. The hourly rate as of the date of this agreement and for which I am obligated is \$_____ per hour. I realize that the hourly rates may change from time to time, and that if any such rate is changed, I will be notified in writing of said change. I, at that time will have the option to agree to the change by taking no action, or to retain another attorney.

4. I understand that there is considerable time and cost associated with preparation for hearings/trials. In the event my case proceeds toward a hearing/trial or demands research, work or investigation beyond what is initially agreed to, I understand that I may be responsible for paying an additional retainer instead of paying an hourly rate as mentioned in Paragraph 3. In the event I fail to pay the additional retainer within the time frame prescribed by my attorney in this matter, I understand that my attorney may withdraw as provided by this agreement.

5. The firm shall have the authority to make advances, including but not limited to costs and suit money, on my behalf in such amounts as are determined by them to be best in representing me in these proceedings, which advances shall be for expenses, including but not limited to, telegrams, out-of-town (outside of Central Florida) travel expenses (including all meals and lodging while out of town),

deposition expenses (including cost of transcript and court reporter's fees for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), fees for accountants, appraisers, actuaries, physicians, psychologists, psychiatrists, investigators, economists, other attorneys and other experts which the firm deems are necessary to assist in the preparation and trial or for the proper handling of my case or the matter for which the firm is being retained. I agree to keep payment current on all advances. I understand that I am liable for payment to all experts that are hired on my behalf and by this agreement I appoint the firm as my agent to hire such experts.

6. I understand that the firm will impose a cost charge for the following costs expended on my behalf as provided below, **unless such costs are waived by the firm:**

Photocopies	\$_____/page
Faxes (sent or received)	\$_____/page
Postage	Actual cost
Long-distance telephone calls	Actual cost
Legal Assistant/Paralegal Help	\$100.00 hourly or actual cost

7. 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. 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. Because fees, suit money and cost awards are totally unpredictable, I understand that court orders must be considered to be merely "on account" and that I am primarily liable for payment of the total fees, suit money and costs. I have been informed that amounts received pursuant to court order will be credited to my account. The court award of fees, suit money or costs, if any, does not set or limit the firm's fee in any way nor my liability to the firm for fees, suit money and costs. The pursuit of fees, suit money and costs against an adverse party is an additional service performed on my behalf, and I understand that I will be expected to pay fees as set forth in this Agreement for performing such services.

Furthermore, if the court does assess fees, suit money and costs, or any part thereof, against the adverse party to apply toward my account, I agree that the collection of such award from the adverse party by way of contempt or any other proceeding shall also be considered as further services on my behalf, notwithstanding that, in accordance with the provisions of the Florida Statutes, such judgment for fees, suit money and costs shall be payable directly to the firm. Accordingly, I understand that I shall be expected to pay for the costs of collection thereof. In the event that I discharge the firm as my attorney[s] at any time, or the firm withdraws as my attorney[s], it shall be understood that the firm shall nevertheless have the authority to continue to pursue the collection against my adverse party of any fees, suit money and costs due from me. Any part thereof that is collected will be credited to that which I owe the firm. I, however, understand that I am at all times primarily liable to the firm for all fees, suit money and costs, in full, and any pursuit thereof against the adverse party is on my behalf and as an additional service for me. In the event that the firm is unable to obtain an award of temporary fees and costs from the Court to be paid by my adverse party, and I fail or am unable to make satisfactory financial arrangements, I consent to the firm's withdrawal as my attorney.

8. 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 thirty (30) days after

the rendering of billing for said account. Interest will be charged at the rate of 6 % per annum, commencing thirty (30) days after the account is submitted to me.

9. I agree that the firm shall have the right to withdraw from the case if I do not make payments required by this agreement, if I have misrepresented or failed to disclose material facts to them or if I fail to follow the advice rendered by my attorney. In any of these events, I agree to execute such necessary documents as will permit the firm to withdraw.

10. 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. In addition, 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).

11. I understand that my attorney is an officer of the court and is bound by rules regulating the Florida Bar. I acknowledge that while the firm accepts employment and shall render professional legal services to the best of their ability during such employment, **the firm has made no guarantees** in the disposition of any phase of the matter or matters for which they have been retained, as all expressions relative to it are only opinions, and this Retainer Agreement is not contingent upon a favorable outcome. I agree to fully cooperate with the attorney[s]; to do nothing that would compromise their professional ethics; and not to request or require the firm to do anything in violation of the Code of Professional Responsibility.

12. The provisions of this Retainer Agreement shall apply only to the matter referenced above and, unless otherwise specifically provided, the firm's representation shall be for proceedings in the trial court only. I understand that if appellate proceedings are instituted, or if I desire that appellate proceedings be instituted, further fee and retainer arrangements must be made. I agree that if the firm continues their representation of me after Final Judgment or the initial undertaking is completed, then unless there are written arrangements to the contrary, all of the provisions hereof shall apply and we shall each be bound by the terms hereof.

13. I understand that my cooperation, as the client, is very important. I have been informed that I must keep the firm informed immediately of any change of address, phone number, employment and circumstances. I understand that full disclosure of all facts is essential to enable the firm to properly represent me. I will promptly fill out and return all papers sent to me, such as interrogatories and requests for information, and will provide all documentation required or requested by the firm, mandatory disclosure or requests for documents, etc. If I fail to do so, I agree that the firm shall have the right to withdraw from representing me.

READ, APPROVED AND ACCEPTED:

By: _____
Client

By: _____
Attorney, Eugene Stilianopoulos, Esq.