

ALEXANDER PATRICK JOHNSON, PLLC

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LEGAL SERVICES AGREEMENT

The undersigned [hereinafter "client"] hereby retains ALEXANDER PATRICK JOHNSON , PLLC to provide legal services pursuant to the following terms:

The general nature of the representation of _____
in an action for eviction against _____

Uncontested case: Services will be charged at the rate \$500.00 plus costs flat rate for an uncontested case. Costs are as follows: filing fee \$185.00, \$5.00 "convenience fee," issuance of Summons \$10.00 per adult occupant, service of summons \$47.00 each, sheriff's fee for execution of a writ of possession \$90.00. Once the complaint has been filed, the initial \$500.00 attorney's fee has been earned in full and all of the preceding costs have been incurred and are hence non-refundable under any circumstances, except for the Sheriff's fee of \$90.00. The sheriff's fee is refundable at any point until remitted to the Sheriff. Once paid, the Sheriff does not issue refunds.

Contested Case: All time expended on the representation once the case is contested shall be charged at \$350 per hour. This includes court appearances, mediations, depositions, and the travel time to and from such events, plus all telephone calls and emails with the client, opposing counsel, witnesses, court personnel, and anyone else in relation to the representation. A minimum \$500.00 retainer must be maintained at all times and the attorney shall have the fight, at his sole discretion, to require a larger retainer.

Scope of representation: includes the eviction action, defense of any counter or cross claims, any appeals, any actions to collect damages or fees, including the fees due to the undersigned attorney, and costs, and any related litigation.

Money Damages: Although a count for money damages is included in the complaint to be filed, anything further relating to money damages is NOT INCLUDED in the flat rate charge of \$500.00 for an uncontested case. A money judgment may require the service of a second set of summons in order to obtain personal jurisdiction over the defendant (\$45 each, plus \$5.00 convenience fee), a case "re-opening fee" (\$50) charged by the court, and hearings billable hourly (\$350). Note: that money damages may also be referred to a collection agency on a commission basis. The attorneys fees may be recovered by the prevailing party. Depending on the circumstances the award of attorneys fees is mandatory, in others it is at the judges discretion.

Costs: The client agrees to pay all other expenses [hereinafter "costs"] incurred by Attorney Alexander Patrick Johnson PLLC as it deems necessary to the prosecution of the case , including

but not limited to: filing fees, process server fees, publication fees, court reporter / transcript costs, costs of computer research, copying at \$0.05 per page, witness fees, and other incidental expenses at their actual cost. All costs incurred shall be paid by client. Alexander Patrick Johnson PLLC will not advance costs on behalf of, and reserves the right to bill costs directly to the client. Alexander Patrick Johnson PLLC will present itemized billing statements as required, which will be due upon receipt. The client will pay bills in full and maintain the retainer at a minimum of \$500.00 within seven days of issuance of a bill, after which time all amounts outstanding shall bear interest at the rate of eighteen percent until satisfied

Breach of this agreement: The prevailing party in any action to enforce this agreement shall recover attorneys fees and costs from the non-prevailing party.

If the retainer is not maintained at the minimum level and/or billing has not been satisfied within seven days of demand, the client shall be deemed in breach of the representation agreement and the balance of the retainer forfeit. Alexander Patrick Johnson PLLC may then withdraw its representation without prejudice to collecting fees and costs theretofore earned. All further time expended by the undersigned attorney in relation to the enforcement of this agreement and collection of attorneys fees and costs due to the undersigned attorney shall be assessed at \$350.00 per hour. This includes: motions and hearings to withdraw, travel to and from the same, any further work on clients case, collection efforts, time expended to any Bar inquiry not resulting in a finding of wrongdoing, The parties hereto agree to the waiver of a trial by jury, to jurisdiction and venue lying in Broward County, Florida.

Defamation: In the event that Client publishes any statement relating to Attorney that is not factually true, Client shall compensate Attorney at the billing rate of \$350 per hour for all times expended in relation to the same. In the event of litigation relating to defamation, libel, or slander, the prevailing party shall recover attorneys fees and costs from the non-prevailing party.

Outcome: No promises or guarantees have been or can be made as to the outcome of the representation. Alexander Patrick Johnson PLLC is not bound to and does not represent the client until this agreement has been executed and deposits have cleared.

DISCLAIMER: There are many factors outside of the attorney's control in the prosecution of your case, such as delays by the Clerk of Court in processing filings, Court imposed mediation, ability to obtain a hearing date, Timeliness in the judge entering orders, Timeliness of the sheriff in executing the writ of possession. Although it is understandable to be frustrated by delays, it is not acceptable to call the judge directly, or to contact the attorney repetitively, or especially, to come to the attorney's office without an appointment. Such behavior will be deemed breach of this agreement and cause the forfeiture of your retainer.

HOURLY BILLING RATE IS \$350.00

INITIAL RETAINER REQUIRED \$850.00 .

MINIMUM RETAINER BALANCE CONTESTED CASE: \$700.00.

The client represents that none of the fees paid or to be paid comes from the proceeds of any

illegal activity, and that said funds are those of the client.

AGREED this _____ day of _____ 20_____

CLIENT

Alexander Patrick Johnson PLLC

By Alexander Johnson