

Nikki A. Uri, LLC

Attorney at Law
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RETAINER CONTRACT

AGREEMENT entered into on _____, 2017, at Naples, in Collier County, Florida, between _____ and **NIKKI A. URI**, Attorney at Law.

Scope of Employment

1. I, _____, retain you as my attorney to represent me in all legal matters with regard to Family Law Proceedings in Collier County, Florida in which _____ is the other party. 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 the attorney 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 yourself or your 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 final judgment. It does not include appeals, a petition for modification of any final judgment, or any other post-trial proceedings.

Fees

2. I agree to pay you compensation for your professional services a minimum sum of \$300.00 per hour of which I am paying you \$3,500.00 as a refundable retainer. I realize this retainer is only a minimum fee and that an additional fee may be charged should the cost of services rendered exceed the retainer amount. Any additional fee will depend upon factors that include the time and labor required; the complexity of the litigation; the skill required to perform the legal service properly; and the experience, reputation, and ability of the lawyer or lawyers who perform this service for my spouse. I understand that it is the practice of your office to compute not less than (.25) of an hour for each telephone call, no matter how short its duration.

3. I fully understand that a portion of my fee is based on an hourly rate. The hourly rate of your firm is \$300.00 per hour for an attorney's time, and \$125.00 per hour for the services of paralegal personnel.

4. I have been informed and I understand that it is impossible at this time to determine the total amount of my attorney's fee in the event any issue is contested in this domestic relations matter.

Expenses

5. I authorize you and your staff to pay or become indebted for all expenses related to the proceedings, including, but not limited to, long distance telephone calls, photocopies, travel, expenses, and court reporter expenses (including cost of transcript and court reporter's fee for attendance). You are further authorized to incur debts on my behalf for the fees and expenses of any expert, including, but not limited to, accountants, appraisers, physicians, psychiatrists, and social workers. I empower you to pay on my behalf all court-related costs and suit money, including, but not limited to, filing fees, service of process, newspaper publication, subpoena costs witness fees, recording fees, and other necessary and reasonable expenses. To secure the payment

of expenses outlined in this paragraph, I have advanced the above retainer amount. I understand that this amount will be held in a separate trust account, with any unspent monies refunded to me at the conclusion of the proceedings, or applied against any unpaid fees in excess of the retainer amount.

Payment of Fees and Costs

6. I understand that I will be billed periodically for both expenses and fees, and fully agree to pay said bill promptly on receipt of the same. If I have any disagreement with regard to the amount of the bill, I will advise you in writing within 10 days. In the event that I do not so inform your office in the prescribed period and manner, I agree to pay the amount specified in the bill. If I do not pay the bill in full within 30 days from the date of receipt, I understand that any unpaid bill will draw interest at the rate of two (2) percent per month. I further agree that all fees and expenses must be fully paid before the time of the final hearing of my case. In the absence of full payment, a written agreement must be executed with regard to their future payment.

Court Award of Fees and Costs

7. I understand that the Court may order my spouse to pay part or all of my attorney's fees and expenses. I acknowledge that the court award of fees, if any, does not set or limit the fee you charge me. However, in the event fees and costs are awarded, my account will be credited with any sums received by your office pursuant to court orders or otherwise. Should any such sum be in excess of the amount due on my account, that sum will be refunded by your office within 30 days of the date of its receipt. However, should the amount of court-awarded fees and expenses be less than the amount due on my account, I understand that I am still obligated to pay the remainder. I agree that the provisions of this agreement may, in your discretion, be disclosed to the Court in connection with any application for fees and costs. You also have the right to advise the Court of any amounts that I have already paid on the account.

Withdrawal of Counsel

8. I agree that you shall have the right to withdraw from my case if: (a) I do not make the payments required by this Agreement; (b) I have misrepresented or failed to disclose material facts to you; or (c) I fail to follow your advice. In any of these events I agree that I will execute such documents as will permit you to withdraw.

9. I acknowledge that you have made no representations or guarantees concerning the outcome of this case.

10. I have read, understand, and agree to the terms and conditions contained in this Agreement. I acknowledge that I have received a copy of this Retainer Contract.

Dated: _____

Client Name:

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