

## **RETAINER AGREEMENT**

### **1. Services**

{LawFirm}, a professional corporation (“{LAWFIRM}”) licensed under the laws of the Florida, hereby agrees to represent you in connection with the ongoing dispute you have with certain of your creditors listed below (*see* List of Creditors in Dispute). {LAWFIRM} hereby agrees to represent you in these disputes without limitation, including initiation of legal action against your creditors, defending any action brought by your creditors against you, enforcing your rights against harassment by your creditors pursuant to state and federal law, and counseling you on the possibility of filing bankruptcy.<sup>1</sup> {LAWFIRM} will keep you informed of its representation of you and will use all legal means to protect and enforce your rights under state and federal law.

### **2. Fee for Services Contemplated Herein**

The fee {LAWFIRM} will charge for the services being provided to you are set forth below. This fee has been broken into monthly or other installments to ease the financial burden of such fees on you. The fee is for legal services provided to you by {LAWFIRM}, as outlined above, and includes all fees and costs associated with {LAWFIRM}'s representation of you. No other fee will be assessed by {LAWFIRM} and no other cost shall be passed to you. The fee is earned by {LAWFIRM} upon receipt due to services performed prior to the collection of such fee, and fees are not held in escrow or used to pay creditors. Any settlement you are required to negotiate in the context of active litigation shall be borne separately by you and is unrelated to the fees you pay to {LAWFIRM}. Finally, you will not receive bills from {LAWFIRM} for services performed as the fee you agree to pay for such services is the flat fee contained in this agreement.

### **3. Debt Settlement or Management**

The representation outlined above is not a debt settlement or debt management “program” nor any other form of debt relief or credit repair. You are agreeing to hire an attorney and pay fees to the attorney for services the attorney will render on your behalf. No promise or other representation has been made to you regarding the payment or settlement of your debts or regarding your credit score or repair of the same.

### **4. Your Rights and Responsibilities**

You agree to execute a power of attorney permitting {LAWFIRM} to perform certain tasks on your behalf. You further agree to forward all communication you receive from any creditor in dispute, or any court or government agency in connection with any creditor in dispute, to {LAWFIRM}. You may cancel this agreement at any time, but any fees paid for services rendered shall not be refundable. You have the right to speak with your attorney upon reasonable notice, and shall be given regular updates regarding the work {LAWFIRM} is performing on your behalf. You agree to communicate with {LAWFIRM} and provide it with all information requested to allow {LAWFIRM} to represent you. You agree not to disclose the contents of

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<sup>1</sup> Note: if you decide to proceed with filing bankruptcy you may be entitled to a refund of fees paid toward {LAWFIRM}'s representation of you.

{LAWFIRM}'s representation of you as disclosure to a third party may waive the attorney-client privilege covering communications between you and {LAWFIRM}.

**5. Electronical Authorization**

You acknowledge that {LAWFIRM} reserves the right to contact you electronically, which may include but is not limited to communication by email, text message, push notification, telephone, or e-signature platform. You understand and agree that such communication involves the transmission of data electronically, which carries the risk of disclosure to a third party regarding financial data and that {LAWFIRM} will not be liable for any inadvertent disclosure of information. An electronic version of this signed agreement will be as valid as the original signed agreement.

**6. Professional Liability Insurance**

{LAWFIRM} maintains professional liability insurance applicable to its representation of you. The limit of this policy is \$1,000,000.00 per claim filed by you pursuant to the terms of such policy. Any claim under this policy shall require you to contact {LAWFIRM} and disclose such claim, including all details regarding the same.

**7. Confidentiality**

As a licensed professional law corporation, {LAWFIRM} is bound by the Florida Rules of Professional Conduct. This include strict rules concerning the confidentiality of client information (i.e., your information) and the attorney-client privilege.

**8. Licensing**

You acknowledge that {LAWFIRM} is a Florida professional law corporation and employs attorneys licensed to practice law in both Florida and in the jurisdiction in which you reside. {LAWFIRM} shall maintain an active, licensed attorney in all jurisdictions in which it operates, and you have a right to speak with such licensed counsel. Although {LAWFIRM} is based in Florida, it employs attorneys in all jurisdictions in which its clients reside.

**9. Attorney Review**

Upon executing this agreement, your file will be reviewed by a licensed attorney to determine whether {LAWFIRM}'s representation is appropriate. In the event {LAWFIRM} does not believe your file is appropriate for this representation you will be notified that the representation has been terminated. No fees will be collected prior to the attorney's review of your file.

Initial \_\_\_\_\_

**10. Performance of Legal Services**

You understand and acknowledge that you have contracted with {LAWFIRM} to perform legal services, and the performance of such services constitutes satisfaction of {LAWFIRM}'s obligation to perform prior to collecting any fees in this matter. You understand that the provision of legal services by {LAWFIRM} will commence immediately after the execution of this agreement, and that all fees paid are for the work of {LAWFIRM} in representing you and

not for any other purpose, including the settlement of any debt or other debt management service. By initialing below you acknowledge that you read and fully understand this specific paragraph.

Initial \_\_\_\_\_

#### **11. Acknowledgement and Understanding**

By signing this agreement, you understand, acknowledge and agree that you have not been instructed by {LAWFIRM} or any agent of {LAWFIRM} to breach any legal duty you have undertaken, including any contractual obligation. You further understand, acknowledge and agree {LAWFIRM} may terminate this contract if required to do so under any applicable rule of professional conduct, any Court order, any failure to communicate with {LAWFIRM} where such communication relates to {LAWFIRM}'s representation of you, or any failure to remit payment pursuant to this agreement. You understand, acknowledge, agree and consent to {LAWFIRM} contacting you via telephone, SMS, voicemail, ringless voicemail drop, or any other electronic means it deems appropriate. You understand, acknowledge and agree that you will forward any and all communication you receive from any creditor in dispute or any court or government agency related to any creditor in dispute, and that you will track any and all telephonic or electronic communication from any creditor or credit reporting agency. You understand, acknowledge and agree that {LAWFIRM} may obtain copies of your credit report at any time to assist it in the process of representing you in the disputes contemplated herein. Finally, you understand, acknowledge and agree that the fees you pay to {LAWFIRM} are for its services and not for use in paying or settling your debts.

Client Signature:

{SIGNATURE}

Date:

{SIGNDATE}

**[signature block with contact information and bar number]**

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#### **STATEMENT OF CLIENT'S RIGHTS**

- I. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
- II. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)

- III. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
- IV. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
- V. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
- VI. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
- VII. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters.)
- VIII. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
- IX. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
- X. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

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### **STATEMENT OF CLIENT'S RESPONSIBILITIES**

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

- A. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
- B. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
- C. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
- D. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.

- E. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
- F. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
- G. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
- H. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
- I. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
- J. IO. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

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**List of Creditors in Dispute**

**{CreditorList}**

**{PAGEBREAK}**

**Client Intake Form**

Name: {FULLNAME}

Address: {FULLADDRESS}

Home Phone: {PHONE}

Cell Phone: {PHONE3}

Email: {EMAIL}

Las 4 SSN: {ENCSSN}

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## Payment Schedule

I agree to this payment schedule – Client Initials: {INITIAL}

{Attorney Review Fee}

{DraftSchedule}

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## Electronic Payment Authorization

Bank Name: {BANKNAME}

Name on Account: {NAMEONACCT}

Account Type: {ACCTTYPE}

\_\_\_\_ Other (specify: \_\_\_\_\_)

Routing Number: {ROUTINGNUM}

Account Number: {ACCOUNTNUM}

Next Payment Date: {PM1\_DATE} Amount: \$ {PM1}

Recurring Payment Date: {MonthlyPaymentDate}

By signing below, I authorize and permit {LAWFIRM} or their designees to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide {LAWFIRM} with a voided check or savings deposit slip.

If necessary, {LAWFIRM} may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until {LAWFIRM} is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that {LAWFIRM} may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

### Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only. Refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to {LAWFIRM} at least three (3) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us three (3) business days prior to the questioned debit being initiated.

Client Signature:

{SIGNATURE}

Date:

{SIGNDATE}

Printed Name:

{FULLNAME}

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## Preauthorized Checking and ACH Authorization Form

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by {LAWFIRM}, its payments processors, and/or their successors for the purpose of accumulating funds to pay for such goods and services as I so direct {LAWFIRM} to perform. This application is subject to Bank's customer identification program,

as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

Account Owner Name: {NAMEONACCT}		
Address: {ADDRESS} {ADDRESS2}    City: {CITY}    State: {STATE}    Zip: {ZIP}		
Mobile Phone #: {PHONE2}    EMAIL: {EMAIL}		
<b>DESIGNATED BANK ACCOUNT INFORMATION</b>		
Bank Name: {BANKNAME}    Name as it appears on bank ACCOUNT: {NAMEONACCT}		
Routing Number: {ROUTINGNUM}    Account Number: {ACCOUNTNUM}    Checking or Saving: {ACCTTYPE}		
<b>DESIGNATED BANK ACCOUNT PAYMENT AUTHORIZATION SCHEDULE</b>		
Total Amount of Debit: \${PM1}    Date of Next Debit: {PM1_DATE}		

**I authorize {LawFirm} or its designee(s)** to initiate Automatic Clearing House (ACH) or Electronic Funds Transfer (EFT) or Remotely Created Check (RCC) from my designated bank account at the financial institution identified above. I authorize {LawFirm} or its designee(s) to debit my bank account according to the schedule of debits provided to {LawFirm} or its designee(s) by me or on my behalf or as otherwise provided by agreement. I understand that debits will be withdrawn on the due date unless the otherwise indicated and that sufficient funds must be available in designated account at least two (2) business days prior to the actual date of the debit. Upon my approval, {LawFirm} or its designee(s) may adjust the amount being debited from designated bank account. This authorization is to remain in force until the schedule of debits is completed or until {LawFirm} or its designee(s) has received written notification from me of a change or termination, allowing {LawFirm} or its designee(s) no fewer than five (5) business days to act. {LawFirm} or its designee(s) shall not be liable to any person for not completing a transaction as a result of any limit on my designated bank account or if a financial institution fails to honor any debit from such account. I understand it is my responsibility to notify {LawFirm} or its designee(s) immediately if a scheduled debit does not occur. I authorize {LawFirm} or its designee(s) to recover funds by ACH/EFT/RCC debit from my bank account in the event of an error or in the event that a prior debit is returned for any reason, including non-sufficient funds. I understand that a \$25.00 service charge will be added for every NSF draft. I understand I can call {LawFirm} or its designee(s) at {PhoneNumber} to cancel the automatic draft payments. Payments will be drafted on the payment due date of the original Servicing agreement. I understand and agree that {LawFirm} or its designee(s), is a private company, and is not affiliated with any academic or governmental entity. The {LawFirm} or its designee(s), service bridges the gap between the student loan consolidation company Software and ACH, EFT or RCC processor. {LawFirm} or its designee(s), Inc. is not a money transmitter or debt collection agency and does not receive money from individual debtors. {LawFirm} or its designee(s), is not engaged in the business of debt or credit counseling or the provision of other services to individual debtors. {LawFirm} or its designee(s), does not solicit, offer loan consolidation services, or provide services directly to individual debtors. {LawFirm} or its designee(s), does not have a contractual relationship with individual debtors to affect the adjustment, compromise, or discharge of any loan account.

I have read and understand the information contained in this document and I affirm that the above information given by me is accurate and true to the best of my knowledge.

Account Holder's Signature: {SIGNATURE}

Date: {SIGNDATE}