

# THE SIDMAN LAW OFFICE P.A.

Attorney at Law

600 Whitehead St. Suite 202

Key West, FL 33040

Tel: 305-304-0227

Email: SidmanLegal@gmail.com

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Date: \_\_\_\_\_

## RETAINER AGREEMENT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between \_\_\_\_\_ ("Client") and The Sidman Law Office P.A. ("Attorney").

1. CONDITIONS. This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract and pays the deposit called for under paragraph 3.

2. SCOPE AND DUTIES. Client hires Attorney to provide legal services in connection with:

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Attorney shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts. Attorney's services in this matter will end, unless otherwise agreed upon in writing signed by Attorney, when there is a final agreement, settlement, decision or judgment by the court.

3. LEGAL FEES AND EXPENSES. In consideration of the professional services rendered and to be rendered, the client agrees to pay the fee \$ \_\_\_\_\_ as legal fee.

Client agrees to pay \$50.00 administrative cost for bounced or stopped payment checks per transaction.

4. DEPOSIT. Receipt is hereby acknowledged by the attorney of a PARTIAL retainer fee (non-refundable) in the amount of \$\_\_\_\_\_ to be applied to the above mentioned fee. Further fee shall be paid as follows:

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**Estimated Filing Fees to be paid by Client:**

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**Other Filing Fees TO BE DETERMINED**

**Note: All USCIS fees are subject to change without notice.**

Client shall pay \$30.00 administrative cost for past due payment. Past due amount of the payment will be subject to a 14% interest charge or the highest interest rate permitted by law, whichever is lower.

The above fees do not include professional services in connection with contested matters, litigation, hearings, deportation proceedings, court or administrative review and/or appeals. In the event that it becomes necessary for Attorney to engage in a legal action to collect any past due balance, Client agrees to pay reasonable legal fees and costs associated with bringing such legal action.

If the Attorney-Client relationship is terminated in less time than would be required to expend the retainer fee on the basis of time alone, without the matter having been concluded by settlement or judicial action, then a fair and reasonable fee will be determined in accordance with legally accepted standards. The elements of a reasonable fee are set forth in DR 2-106 of the Lawyer's Code of Professional Responsibility, a copy of which provision will be furnished to you upon request.

If Client withdraws the immigrant petition from the USCIS or withdraws attorney's representation any time **before** Attorney has submitted the same to the USCIS, each case will be charged a minimum of \$500 administrative costs. In addition, attorney's work will be charged at \$250/hour. Each email or phone communication will be charged at least 30 minutes for an interval, and each letter revised will be charged at least one hour of work.

If Client withdraws the immigrant petition from the USCIS or withdraws attorney's representation any time **after** Attorney has submitted the same to the USCIS, Attorney's representation is complete and Client must immediately, without demand, pay Attorney the remaining balance due.

5. DISCLAIMER OF GUARANTEE. Although the attorney agrees to diligently and faithfully pursue the herein matter, the client acknowledges that no guarantee has been made as to the time the case will take, nor with regard to the successful outcome of this matter. It is further agreed that the client will cooperate fully with the attorney, and keep the attorney informed of changes of circumstances (i.e. address, telephone number, employment, and matters bearing on the case). The Client will execute all documents, applications and/or agreements as required, and obtain as soon as possible all documents and information that may be necessary to successfully complete the case. The client further agrees that it is essential that the attorney be given the true facts of the case and that the client must provide the attorney with all communications made by others to the client regarding the case.

6. EFFECTIVE DATE. This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

The client agrees that they have fully read this agreement, that they are solely responsible for the fees herein, and that they accept the agreement in its entirety.

By: \_\_\_\_\_  
The Sidman Law Office P.A. (ATTORNEY)

By: \_\_\_\_\_  
(CLIENT)

Telephone: Home \_\_\_\_\_ Cell: \_\_\_\_\_

U.S. Address: \_\_\_\_\_

Foreign Address: \_\_\_\_\_

Email: \_\_\_\_\_