

# **Law Office Of Nadine A. Brown, P.A.**

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## **LEGAL SERVICE CONTRACT – FEE AGREEMENT**

This agreement is between Law Office of Nadine A. Brown, P.A. and \_\_\_\_\_, (client). I, the undersigned client, hereby authorize Nadine A. Brown, Esq. to provide the following service or represent me in the following matter: \_\_\_\_\_

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1. **FEE:** I understand that the fee for the above described service:

- a. is a **FLAT RATE** of \_\_\_\_\_ (\$ \_\_\_\_\_) exclusive of costs.
- b. is a **covered benefit** of \_\_\_\_\_ **PRE-PAID LEGAL INSURANCE PLAN** exclusive of costs. If my plan benefits are exhausted or coverage is denied or terminated, I will be responsible for any attorney's fees assessed by flat fee above or by hourly rate described below in the above referenced matter.
- c. is an **HOURLY rate of \$300** exclusive of costs.

The above fee and ATTORNEY's compensation is based upon, among other factors, the time and labor involved, the novelty or difficulty of questions presented, the results anticipated, time limitations imposed by this representation, and the reputation, experience and ability of ATTORNEY in performing this type of service. This fee is earned upon my signing this contract or upon payment of the fees in full or any portion thereof. This fee is **NOT REFUNDABLE** and is not dependent on the anticipated case outcome or time spent on the matter. This fee is for the attorney to handle the matter described above and **not for costs** involved in the completion of this case described below in paragraph b(i) b(ii) or b(iii). **Any monies received from the client shall first apply to this fee before costs associated with this case.**

- i. **AUTHORIZING CREDIT CARD CHARGES:** If I make any or some payments by credit card, I hereby authorize the Law Office of Nadine A. Brown, P.A. and the attorney, Nadine A. Brown, Esq. to charge that credit card for any unpaid overdue balance, if attempts to contact me directly fail. I will be notified that such transaction will or has occurred to satisfy any and all payments in fulfillment of this fee agreement and for my balance.
- ii. **BOUNCED CHECKS:** For any check that is returned marked "insufficient funds" or "NSF" this contract will terminate unless otherwise agreed by the attorney, Nadine A. Brown, Esq. In such case, I will be assessed a returned check fee of one hundred fifty dollars (\$150) if this contract is re-instated. However, if this contract terminates, I may be prosecuted under all applicable state check cashing and check fraud laws.
- iii. **LATE FEES:** If I am billed for services, payment is due immediately upon receipt of an invoice or bill. A Fifty Dollar (\$50) late fee will be assessed to my account for any bill that is more than 5 days overdue. One or more late payments resulting in a consistent unreliable payment history will result in termination of representation and this contract.

iv. **REFUNDS:** My payment(s) is/are NOT REFUNDABLE. The payment of fees is NOT contingent upon results anticipated or achieved or time expended on this case. NO part of my payment is refundable.

2. **COSTS:** In addition to any fees paid to the attorney, I am responsible for any costs involved in the completion of the above action, including but not limited to:

- a. **ADMINISTRATIVE COSTS:** open and maintain a case file, long distance or international/overseas phone charges, copying fees, translations, travel/mileage, parking, shipping, and/or domestic or international mail delivery fees associated with my case. I am responsible for payment for these additional costs.
- b. **FILING FEES:** I am also responsible for paying separately any court costs, processing fees, application fees **or** fees arising out of unforeseen complications in my case. This may include but is not limited to fees payable to the Clerk of Courts or government agency.
- c. **THIRD PARTY COSTS:** if applicable, I must pay any fees associated with any third party costs involved in the administration of my case, including but not limited to process servers, court reporters, expert witnesses, psychologists, therapists, etc. or any other costs associated with third parties involved in my case whom I may request or the attorney may deem necessary to administer my case. The Law Office of Nadine A. Brown, P.A. or the attorney Nadine A. Brown, Esq. may at times deem it necessary or appropriate to utilize the services of contract attorneys or other counsel in the administration of my case and I **MAY** be assessed a separate fee for these attorneys.
- d. **I WILL BE CHARGED ADDITIONAL FEES FOR ANY SERVICES NOT COVERED OR EXCLUDED IN THIS CONTRACT BUT DEEMED NECESSARY TO SUCCESSFULLY ADMINISTER MY CASE.**

3. **EXCLUSIONS:** The above fee **DOES NOT** include:

- a. **For Immigration Only Clients: Attorney representation/attendance at a visa or DHS/US CIS Immigration interview. I must pay a separate fee for Attorney Nadine A. Brown, Esq. to attend such interviews.**
- b. Unanticipated requests made by a tribunal or government agency for additional information or documentation necessary for the completion of my case or the agreed to action. These may include but is not limited to a Request for Evidence/Information or Documentation from the Department of Homeland Security in the case of Immigration Only Clients.
- c. Unforeseen complications including but not limited to those caused by my failure to disclose all information affecting my case. The attorney will determine whether to continue representation or terminate our contract and will notify me accordingly.
- d. Pursuing **an appeal with the same agency or a higher tribunal** or taking further action after a denial or a negative outcome has occurred. I will be charged an additional FLAT fee of at least Three Thousand Five Hundred Dollars (\$3500)

2. **CLIENT RESPONSIBILITIES:** I have the following responsibilities as a client:

- a. **To make all payments in fulfillment of the fee agreement stated above.**
- b. To fully cooperate in my case and respond truthfully and timely to all questions or for document requests the attorney asks.

- c. To attend all appointments, **all court hearings, interviews or to notify the attorney in advance of my inability to attend any and all appointments scheduled which affect my case.**
- d. To keep the attorney advised of contact information changes such as address or telephone, employment and changes in other information bearing on my case.

**3. CLIENT RIGHTS:** I have the following rights as a client:

- a. To be kept informed of any important developments in my case and consulted before the attorney makes significant decisions on my behalf.
- b. To receive a copy of all documents received from the court or any agency involved in my case. **I may be assessed a fee to copy and deliver such documents.**
- c. To be advised when there may be additional costs associated with my case.

**4. TERMINATION OF CONTRACT/REPRESENTATION:** This contract terminates when and if:

- a. The agreed upon action is completed, at the conclusion of a final hearing, or when a final decision is made by a court of first review or a government agency.
- b. If I fail to cooperate in the administration of this case, give false information or mislead the attorney.
- c. If a conflict of interest arises in my case, the attorney may terminate this contract to avoid ethical violations. If applicable, I have read and understand the dual representation disclosure.
- d. Either the attorney or I may terminate this contract for any reason at any time, subject to court approval, if required. **If I elect to terminate this agreement, I must do so in writing immediately upon making my decision. Any balance owed or due is still subject to collection. The attorney may pursue any further action to collect the agreed upon fee. In this case the representation will cease and the contract terminated for breach of agreement.**
- e. This contract may terminate for **PAYMENT RELATED MATTERS such as a missed payment or bounced checks.**

I further understand that all aspects of my case will be kept confidential.

In the case of dual or multiple representation, confidentiality will extend to all parties involved in the case unless consent is not given to disclose information to one or more parties. Should a conflict regarding confidential issues arise, the attorney may be forced to terminate representation to avoid ethical violations.

**I understand that the attorney cannot guarantee the outcome of my case.**

I understand that documents prepared by Nadine A. Brown, Esq. remain the property of the Law Office of Nadine A. Brown, P.A.

I fully agree to all of the above stated terms and conditions, and hereby authorize Nadine A. Brown, Esq. to represent me in the above matter.

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Client Signature

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Date