

# Kelley & Grant, P.A.

ATTORNEYS AT  
LAW

LANDLORD-TENANT | FORECLOSURE LITIGATION | REAL ESTATE LAW | BANKRUPTCY

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## Fee Agreement & Authorization to Represent

**THIS AGREEMENT** is made and entered into on Today's Date, between **you**, the undersigned Landlord or Authorized Agent, hereinafter referred to as "**Client**", and **Kelley & Grant, P.A.**, located at 399 NW 2nd Ave, Suite 222, Boca Raton, Florida, 33432, hereinafter referred to as "**Counsel**", "**The Firm**", or "**Attorney**". Client agrees that he or she has read, and understands all pages of this eviction package, which is incorporated into this Agreement by reference, and that by signing or typing into the signature block below and by providing the Firm with a completed Information Sheet, Payment, necessary documents and this signed Agreement, Client agrees to the following:

### **1. Scope of Representation**

Client acknowledges that this is an action for possession of premises only. Client understands that Counsel will file an eviction lawsuit to obtain possession of the subject premises from a tenant or tenants, for property owned or managed by Client. Client understands the right to sue for back rent and/or damages, but is declining to do so at this time. Client understands that the initial fees and costs herein do not include costs for a Writ of Possession to be executed by the Sheriff or for additional attorney fees if this eviction is contested.

### **2. Counsel's Responsibilities**

Counsel will diligently pursue this eviction action on behalf of Client in order to obtain possession of the subject premises from tenant(s). Client understands that this is litigation, and there may be delays that are completely beyond the control of Counsel, including but not limited to delays caused by process servers, the Clerk of Courts, and the Judge assigned to this case. Client understands that Counsel's representation is considered terminated upon the Judge entering a final judgment for eviction on behalf of Client, or the case being disposed of by other means. Client understands that our firm's paralegals and/or legal assistants will provide free regular updates via email at critical stages in the eviction process. Client understands that the initial phone consultation with the attorney is free. Consultation with Counsel during the eviction process shall be limited to issues pertaining only to the current eviction action, at Counsel's discretion. Client's messages will be responded to within a reasonable timeframe. Consultation by telephone shall be by appointment only and must be of reasonable frequency and/or length as determined solely by Counsel. If requests for consultation are made and are deemed to be beyond a reasonable frequency and/or length by Counsel, or if consultation exceeds the allotted time in Paragraph 4, Client may be subject to

additional attorney fees, billed at a rate of \$250.00 per hour. Client will be informed before such charges would be incurred.

**3. Client Responsibilities**

Client agrees that Client has the authority to initiate this eviction action, either as property manager, owner, or an authorized agent of the landlord. If this is marital property, Client agrees that each spouse has authorized this eviction action. Client agrees to read and complete all the information in this package, and to provide true and accurate information. Counsel will file the eviction action under the assumption that the information Client has provided in this eviction package is correct, and Client agrees that the information provided to Counsel, including but not limited to the amount of rent tenant owes, the names of all landlords and tenants, the location and address of the property is correct. Client will provide a timely response to requests for documents and other information prior to the filing of the eviction action. Failure to provide the requested documents will result in delays since we cannot move forward until we have all information. Client understands that even after a final judgment is entered, a tenant may choose not to move out of the property voluntarily. Only the Sheriff is authorized to forcibly remove a tenant by executing a Writ of Possession. The Sheriff charges an additional fee to execute the Writ of Possession which is not a part of this agreement. After disposition of the case, it is Client's responsibility to pay for the Writ of Possession and to make arrangements to meet the Sheriff to take possession of the premises and change locks if necessary. It is the Client's sole responsibility to determine whether a tenant has legally vacated or abandoned the leased property, or whether a Writ of Possession is necessary.

**4. Fees and Costs for Representation**

Client understands that any and all money paid to counsel to initiate this eviction action is considered non-refundable, earned attorney fees. Counsel will advance costs on behalf of Client for filing fee, summons, and service of process or other service of papers as requested by the client, and Client agrees to reimburse Counsel from the money paid by Client. The aforementioned fees entitle Client to up to 30 minutes of legal consultation with Counsel or Counsel's paralegals/legal assistants throughout the eviction process, after which Counsel may charge Client for any additional consultation at a rate of \$250.00 per hour. If Client cancels the eviction before it is filed and Counsel chooses to return funds, Counsel will retain \$115.00 in attorney fees for services rendered. Counsel reserves the right to return funds by check. Once a tenant files an answer, the eviction is contested and additional attorney fees may apply. Once the eviction becomes contested, Counsel will notify Client and recommend courses of action for Client to take. This may include drafting and filing a motion to strike or other written motions and pleadings, entering into a settlement agreement, or preparing for and attending a Court ordered mediation or hearing. Depending on the complexity of the tenant's answer, the type of motion to be filed, whether the tenant has retained an attorney, and the specifics of the Judge's order, attorney's fees in a contested eviction will be based on a non-refundable flat rate system, ranging from \$250.00 to \$750.00 per motion, hearing, settlement agreement, or mediation. If Client wishes to enter into a Joint Stipulation for Settlement,

Client is responsible for providing the terms of the agreement and for obtaining tenant's signatures if possible. If tenant breaches the terms of the Joint Stipulation, Client agrees to pay additional fees to Counsel for enforcing the agreement. This retainer does not apply, under any circumstances, to appeals, jury trials, tenant bankruptcy, matters outside the scope of the actual eviction process, or defense against tenant counterclaims.

5. **Termination of Representation**

Counsel may withdraw from this matter if Client fails to honor this agreement or for any just reason as permitted or required by law. Client agrees that if Client fails to pay as stated in this agreement, Counsel reserves the right to withdraw from this matter. If Client provides incorrect, false, or misleading information, Counsel reserves the right to withdraw from this matter, and Client agrees not to oppose Counsel's withdrawal. Client may terminate this representation at any time by providing notification in writing, to Counsel. In the event of termination Client agrees to promptly pay Counsel for all services rendered by Counsel and all other fees, costs, charges, and expenses incurred and acknowledges Counsel's right to retain possession of Client's documents, records, and trust balances until such time as payment has been made. Counsel also reserves the right to impose an attorney's fee lien for services already rendered and costs already incurred. Counsel's representation of Client terminates upon final disposition by Judge.

*By applying his/her electronic signature/name, Client has read all the pages of this eviction package, including this Fee Agreement & Authorization to Represent, and that all information is correct and also that Client agrees to abide by the terms of this agreement. Counsel does not represent Client until this eviction package is complete, all documents are received, and payment in clear funds has been received.*