

FIGEROUX & ASSOCIATES
COUNSELORS AT LAW

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SMALL BUSINESS SOLUTIONS RETAINER AGREEMENT

Available to NACC & AAICC SBS Members

1. THIS AGREEMENT FOR LEGAL SERVICES by and between you, _____

_____ (herein referred to as “Client”) residing/located at

_____ and THE LAW FIRM OF FIGEROUX & ASSOCIATES (herein referred to as “Law Firm”) located at 26 Court Street, Suite 701, Brooklyn, NY 11242, constitutes a binding legal contract and should be reviewed carefully.

2. Nature of the service to be rendered.

This Retainer Agreement confirms that Client has retained this Law Firm as Client’s attorneys. Services provided by Law Firm will include:

- a) Unlimited initial phone consultations during business hours; Monday – Friday, from 9:00 a.m. to 5:00 p.m.
- b) Attorney review of up to five (5) independent documents each month.
- c) Initial call made, on behalf of Client’s business, by Law Firm. Client agrees that all follow up calls thereafter are \$125.00 per telephone call.
- d) Initial letter written, on behalf of Client’s business. Client agrees that all follow up letters are charged at \$125.00 per letter.
- e) One-on-one consultations for new legal matters (limit of 30 minutes per consultation). Client agrees that after the first 30 minutes Client will be charged at a rate of \$125.00 per hour.
- f) The Law Firm will act as registered agent for Client’s business, in the State where Client’s business is incorporated or in the State of Client’s principal place of business.
- g) Business Plan Preparation minimum retainer is \$3500.00. If you purchase a recommended Business Plan Software Program, and need guidance, the fee is \$395, for email guidance.

It is further understood that: (1) the retainer fee does not include any litigation services including, but not limited to, services rendered in Supreme Court or any Appellate Courts, or any action or proceedings other than the action for which this has been retained; (2) With respect to the matter

which is specified above, this Retainer and any sums paid to Law Firm pursuant hereto, do not cover any service relative to any litigation or appeal.

Client authorizes Law Firm to make any steps which, in the sole discretion of Law Firm, are deemed necessary or appropriate to protect Client's interests in the matter.

3. Amount of the advance retainer, if any, and what it is intended to cover.

(a) In order for Law Firm to begin representation, Client has agreed to pay to Law Firm, and Law Firm has agreed to accept, a retainer payment of \$_____ with a down payment of \$_____. This retainer payment does not necessarily represent the amount of the overall fee which Client may incur by virtue of services provided by Law Firm. The amount of Law Firm's eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements, which are incurred on your behalf;

(b) Client further understands that the hourly rates apply to all time extended relative to Client's matter including, but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the Client's behalf or related to the Client's business, preparation, review and revision of correspondence or any other documents, memoranda, or paper relative to the Client's business, legal research, conferences, file review, preparation time, travel time, and any other time expended on behalf of or in connection with Client's business.

4. The circumstances under which any portion of the advance retainer may be refunded. Should Law Firm withdraw from representation of Client or be discharged prior to the depletion of the advance retainer, the written Retainer Agreement shall provide how Law Firm's fees and expenses are to be determined, and the remainder of the advance retainer shall be refunded to Client.

5. Client's rights to cancel the agreement at any time: How Law Firm's fee will be determined and paid should Client discharge Law Firm at any time during the representation.

(a) Client has the absolute right to cancel this Retainer Agreement at any time. Should Client exercise this right, Client will be charged only the fee expenses (time charges and disbursements) incurred within that period, based the hourly rates set forth in this Retainer Agreement, and the balance of the retainer fee, if any, will be promptly refunded to Client.

6. How Law Firm will be paid through the conclusion of the case after the retainer is depleted; whether Client will be asked to pay another lump sum.

(a) Client agrees to pay Law Firm such addition fees and to reimburse us for advances made on Client's behalf that may be due from time to time, not later than fifteen (15) days from

the date that Law Firm submits a bill to Client for same. If an amount due to Law Firm is not paid within thirty (30) days after our statement to Client, interest at the rate of ten (10%) percent per annum (or interest at the prevailing statutory rate as set forth in the Civil Practice Law and Rules) shall be added to the balance due to Law Firm.

7. The hourly rate of each person whose time may be charged to Client; any out-of-pocket disbursements for which the client will be required to reimburse Law Firm. Any changes in such rates or fees shall be incorporated into a written agreement constituting an amendment to the original agreement, which must be signed by Client before it may take effect.

(a) The retainer fee shall be credited toward an hourly rate of \$300.00 per hour for time expended by the Managing Partner, Brian Figeroux, Esq.; \$200.00 per hour for time other Partners expend; \$150.00 per hour for time expended by Associates in this offices; and \$100.00 for the time expended by Paralegals in this office.

(b) In addition to the foregoing, Client's responsibility will include direct payment or reimbursement of Law Firm for disbursements advanced on Client's behalf, the same to include, but not necessarily be limited to, travel expenses, copying cost, messenger services, postage and necessary secretarial services.

(c) The hourly rates set forth in this Retainer Agreement will remain in effect throughout the period of our representation for the matter set forth in this Retainer Agreement, unless changed by mutual consent of Client and Law Firm, in which event any modifications of the hourly rates shall be reduced to writing and signed by Client and Law Firm.

8. Any clause providing for a fee in addition to the agreed-upon rate, such as a reasonable minimum fee clause, must be defined in plain language and set forth the circumstances under which such fee may be incurred and how it will be calculated.

9. Frequency of itemized billing, which shall be at least every 60 days; Client may not be charged for the time spent in discussion of the bill received.

Client will be billed periodically, generally each month but in no event less frequently than every 60 days. Included in the billing will be a detailed explanation of the services rendered, by whom rendered, and the disbursements incurred by Law Firm in connection with Client's business matter(s). Upon receipt of Law Firm's bill, Client is expected to review the bill and promptly bring to our attention any objections you may have to the bill. While Law Firm strives to keep perfectly accurate time records, Law Firm also recognizes the possibility of human error, and shall discuss any objections, to the bill, that are raised by Client. Client will not be charged for time expended in discussing any aspect of the bill.

10. Whether and under what circumstances Law Firm might seek a security interest from Client.

(a) While we expect to be paid the fees due in a timely fashion, in situations where Client does not have funds readily available to pay additional fees as they accrue, Law Firm may,

as accommodation, agree to take a security interest in property in lieu of immediate payment. A security interest may take the form of a confession judgment, promissory note, or mortgage upon specified property. In either event, a lien will attach to Client's property. In the case of Client's marital residence, any such security interest shall be nonforeclosable, i.e., Law Firm shall not force a sale of Client's home, but will be paid at the time Client sells the premises.

11. Under what circumstances Law Firm might seek to terminate this agreement for nonpayment of fees, and Law Firm's rights to seek a charging lien from the court.

(a) Client is advised that if, in the judgment of Law Firm, it is decided that there has been an irretrievable breakdown in the attorney-client relationship, or a material breach of the terms of this Retainer Agreement, Law Firm may decide to terminate the attorney-client relationship under this Agreement. Should any fees be due and owing to Law Firm at the time of discharge, Law Firm shall have the right, in addition to any other remedy, to seek a charging lien, i.e., a lien upon the property or award that is awarded to you in the final order or judgment in your case.

(b) In the event that any bill(s) from the Law Firm remain unpaid beyond a 90 day period, Client agrees that the Law Firm has the option to withdraw its services.

12. Should a dispute arise concerning the Law Firm's fee, Client may seek arbitration, which is binding upon both Law Firm and Client; Law Firm shall provide information concerning fee arbitration in the event of such dispute or upon the Client's request.

While Law Firm seeks to avoid any fee disputes with Clients, and rarely has any such disputes, in the event that such dispute does arise, Client is advised that Client has the right, at Client's election, to seek arbitration to resolve the fee dispute. In such event, Law Firm shall advise Client in writing, by certified mail, that Client has 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and Law Firm shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon Client and Law Firm.

13. Other Attorneys in Law Firm Rendering Services.

- (a) The Client understands that no one particular member of Law Firm is being retained but, rather, Law Firm, as an entity, is undertaking legal representation of Client pursuant to this Retainer Agreement and that Law Firm, in its sole discretion, deems appropriate.
- (b) Such assignment and delegation may include, but is not limited to, preparation of legal documents, client consultations and other matters deemed by Law Firm to be appropriately delegated.

- (c) Likewise, law clerks and paralegals are often called upon to assist in document production, file organization, preparation and review of financial statements and data, and such other duties as are assigned by Law Firm.

14. Acknowledgement and Understanding.

- (a) Client acknowledges that he/she or a duly authorized representative of Client has read this Retainer Agreement in its entirety, has had full opportunity to consider its terms, and has had full satisfactory explanation of same, and fully understands its terms and agrees to such terms.
- (b) Client fully understands and acknowledges that there are no additional or different terms or agreement other than those expressly set forth in this Retainer Agreement.

THE PARTIES HERETO HAVE READ, UNDERSTOOD AND ACCEPTED ALL OF THE TERMS OF THIS AGREEMENT.
CLIENT ACKNOWLEDGES THAT A COPY OF THIS RETAINER AGREEMENT HAS BEEN RECEIVED.

Dated:

Client Name:

Law Firm: FIGEROUX & ASSOCIATES

By: _____
Business Name
Joint and Several Liability, by signee

By: Brian Figeroux, Esq.
Managing Partner
Figeroux & Associates