

# Gentry & Thurman

A Professional Association

217 North Franklin Boulevard, Tallahassee, Florida 32301  
Phone: (850) 222-0052 Fax: (850) 222-4259

CHERYL L. GENTRY  
E-Mail: [Cgentry@Gentrylaw.com](mailto:Cgentry@Gentrylaw.com)

D. CHRISTINE THURMAN  
E-Mail: [Christine@Gentrylaw.com](mailto:Christine@Gentrylaw.com)

## **RETAINER AGREEMENT**

THIS AGREEMENT, made by and between D. CHRISTINE THURMAN, Esq., of Gentry & Thurman, P.A., 217 N Franklin Blvd., Tallahassee, Florida 32301, hereinafter called the "Firm" and \_\_\_\_\_, hereinafter called the "Client".

1. The Client retains and employs the Firm to represent, appear, and act for the Client in connection with a proceeding involving Client's marriage and/or relationship to:  
\_\_\_\_\_
2. **AGREEMENT TO PAY:** The Client agrees to pay Attorney's fees and costs as follows:
  - A. **\$250.00** per hour for each hour, or portion thereof, for Attorney's time.
  - B. **\$ 1.00** per page for facsimile.
  - C. **\$ .35** per page for copies.
  - D. **\$ .505** per mile

The Client agrees if the matter or cause of action, which is the subject of this Agreement remains pending for a period in excess of six (6) months, the minimum hourly rates set forth above shall be adjusted to the then-prevailing rate that is customarily charged by the Firm for such matters.

3. **Initial Refundable Retainer Fee:** Prior to undertaking any work on Client's behalf, the Firm must receive from the Client a retainer of \$\_\_\_\_\_. The Client will be charged at the hourly rate of \$250.00 for the Attorney's time and the Client's fee will not be **less** than the **minimum fee** specified herein above. The retainer is a **minimum, refundable engagement fee** which guarantees the Firm's availability to the exclusion of others. Any and all time devoted by D. Christine Thurman and staff of the Law Firm shall be first charged against said Retainer.

4. **Refurbishing Retainers:** Upon exhaustion of the Retainer, the Client agrees to pay an additional Refundable Retainer in an amount, in the opinion of D. Christine Thurman, to fund the next phase of the proceedings. Against this retainer, the Law Firm shall bill for any additional legal services performed on the Client's case. The Client understands that the Client will be required to maintain a positive credit balance in this retainer until such time as the matter is set for trial. The Client understands that at the conclusion of this matter, any balance in the Refundable Retainer will be returned to the Client.

5. **Trial Retainer:** If the Client's case is not fully resolved by a written Marital Settlement Agreement thirty (30) days prior to the Pretrial Conference or entry of an order setting the cause for trial (whichever occurs first), the Client shall immediately deposit additional funds to cause the Client's trust account balance with D. Christine Thurman to be an amount to be decided by D. Christine Thurman. That amount shall be commensurate with the amount anticipated as future fees and costs necessary to complete the trial. Any unused trial retainer shall be refunded to the Client at the conclusion of the case. The Trial Retainer shall be calculated as follows:

The actual number of hours set for trial times the hourly rate of D. Christine Thurman; plus the anticipated number of hours of trial preparation time of various members of the Law Firm involved in the Client's case multiplied at the appropriate rate for each member of the Firm. Additionally, the fees and costs for preparation of any orders of the final judgements and the fees and costs for closing the case file will be added to the trial retainer.

6. **Expenses and Charges:** The Client agrees that all court costs, office costs, filing fees, legal research fees, service of process, subpoena costs, photos, photo copy costs, deposition costs, court reporter costs, reports, travel expenses, fees for investigators, expert witness statements and all other out-of-pocket expenses directly incurred in investigating or litigating this matter shall be paid out of the Retainer. The Client further acknowledges the Client is being charged for Attorney time spent on the Client's case including time spent for conferences, telephone calls, drafting documents, review of documents, negotiations, legal research, court time, file review, and travel to and from locations from the Firm's office.

7. **Court Reporter:**

A) The Client acknowledges that a court reporter shall be employed for all hearings at an approximate cost of \$75.00 per hour (except for uncontested final hearings). The Client acknowledges that the Client will place funds in trust to cover the cost of the court reporter prior to any event requiring a court reporter. The Client further acknowledges if the Client fails to pay the necessary funds prior to the hearing, no court reporter will be employed (or present) which may prejudice the Client's case in the event of an appeal.

- B) The Client acknowledges the Firm advises that, in addition to depositions, a court reporter should be employed for all hearings (except for uncontested final hearings). The Client agrees to place funds in trust to cover the cost of a court reporter's attendance for any scheduled hearing within ten (10) days of said request. The Client acknowledges if the Client fails to pay the requested funds prior to any scheduled hearing, no court reporter shall be in attendance, which may prejudice the Client's case particularly in the event of an appeal.

8. **Billing:**

- A) The Client understands that the Client will be billed periodically for the time spent on the case, as to attorney's fees and that the Client will also be billed for costs incurred. A statement reflecting time devoted to the case by the Firm will be sent to the client on a monthly basis, at a minimum. These statements will provide an itemization of fees and costs incurred as well as a specific delineation of any sums owed by client to the Firm. After the Client's retainer fee has been used, the Client agrees to fully pay the additional Retainer bill **within ten (10) days or any other time period stated** of the date of billing.
- B) If the Client has any questions or disagreement about any bill, **the Client will communicate in writing within ten (10) days from the date on the bill of the dispute or amount dispute.** In the event that statements are not contested in writing, within thirty (30) days of said statement, the statement shall be deemed accepted and the Client hereby waives any objections to the same and is hereby estopped from contesting the reasonableness of the legal services rendered or the amount due on the account as stated in the said statement.
- C) The Client understands that any bill not paid in full within **thirty (30) days of the date of billing will be subject to an additional late charge of interest of 1.5% per month (18% per year) which shall accrue, and the Client agrees to pay the late charge in addition to any other charges due and owing.**
- D) The Client further agrees to pay any outstanding balances in full to the Firm no less than thirty (30) days before the Client's case goes to final hearing.
- E) Any checks returned to the Firm, whether for NSF or any other reason, the Client shall pay a \$30.00 return check charge.

9. **Payment by Adverse Party:**

- A) The Client acknowledges that the Court may make an award of attorney's fees and costs, requiring their spouse to pay Client's counsel. However, the Client

further acknowledges that all fees and expenses are the Client's personal responsibility and the Client shall keep all billing current as set forth in this Agreement. The Firm acknowledges that any fees and costs paid by Client's spouse on the Client's behalf pursuant to any Court Order, in excess of actual balance due on the Client's case, if any, shall be reimbursed to the Client.

- B) In the event payment of all or part of the reasonable attorney fees, financial analyst fees, law clerk and paralegal/legal assistant services and costs is made by the adverse party pursuant to agreement or Court Order, the Client hereby agrees that such payment shall be made payable to the Law Offices of Gentry and Thurman, P.A. the sum awarded shall first be credited to any outstanding amount due by the Client to the Firm and the balance shall then be reimbursed to the Client.
10. **Suspension of Activity/Withdrawal:** The Client understands that activity on the Client's case shall be suspended should the Client fail to pay as set forth in this Agreement. If the client is unable to provide additional funds, the attorney shall withdraw immediately.
11. **Cooperation:** The Client acknowledges that every attempt has been made to quote the Client a reasonable fee for legal services, and every attempt will be made to keep the Client's costs at a minimum. **The Client promises to give the Firm full cooperation and assistance. The Client also acknowledges that representation is a team effort and the Client will be required to actively participate.** The Client understands that the Client's case will be handled as promptly as possible and that the Firm is available to the Client during business hours, should the Client have questions.
12. **No Guarantees:** The Client agrees that the Firm has given no guarantees regarding the successful termination of the Client's cause of action, and that all expressions by the Firm relative to the Client's claim are matters of professional opinion given in good faith, based upon the knowledge of the law and facts presented by the Client.
13. **Representation:** The Client understands that D. Christine Thurman offers legal advice and services in divorce and divorce-related matters only. Particularly, tax advice is an important facet of the Client's case. The Client agrees to obtain independent counsel, representation, or advice from Tax Lawyers, Certified Public Accountants, Bankruptcy Lawyers, Real Estate Lawyers, Insurance experts and/or Financial Planners in instances when those issues arise.
14. **Post-Decree Matters Not Covered:** This Agreement does not cover any post Final Judgment rehearings, post Final Judgment contempt proceedings, or any other post Final Judgment proceedings or appeals related to the matter set forth in Paragraph 1. A separate retainer agreement must be executed for any additional representation.
15. **Right to Discharge Firm:** The Client reserves the absolute right to discharge the Firm at any time. If the Client discharges the Firm, the Client agrees to compensate the Firm for

services rendered to the date of discharge as well as for all costs, expenses and disbursements incurred by the Firm, by paying the Firm the fair and reasonable value of services rendered.

16. **Termination of Representation:** The Client agrees that the Firm shall have the right to withdraw from the Client's case: (a) if the Client does not make all the payments required by this Agreement, (b) if the Client misrepresents or fails to disclose material facts to the Firm, (c) if the Client fails to follow the Firm's advice, or (d) if the Client fails to comply with mandatory disclosure and discovery requests. The Client agrees in any of these events that the Client will execute such documents, as may be necessary to enable the Firm to withdraw from the Client's case.
17. **Attorney's Lien:** In the case of discharge or the non-payment of Attorney's fees, the Firm shall not be obligated to return any of the Client's papers to the Client until the Attorney's fees and costs, expenses, and disbursements have been fully paid to the Firm.
18. **Liens for Unpaid Fees and Costs:** In the case of discharge or the non-payment of Attorney's fees, the Firm shall not be obligated to return any of the Client's papers to the Client until the Attorney's fees and costs, expenses, and disbursements have been fully paid to the Firm. To protect Attorney's fees and costs until paid, the Client acknowledges that (in addition to and not in place of any other remedies created by this agreement or by law) the Firm is entitled to all general, possessory and retaining liens and all equitable, special and attorneys' charging liens on all real property (excluding homestead) and personal property of the Client whether or not the attorney obtained it for the Client or defended claims against it in connection with the representation of the Client herein, including assets, benefits of other things of value which the Firm recovers, obtains, preserved or protected for the Client in any law suit. The Client agrees that any charging lien filed by the Firm for unpaid fees and costs shall be considered a consensual lien, not subject to be discharged in bankruptcy. Any fees and/or costs the Client is required to pay the Firm shall be paid out of any recovery of the assets created, preserved and or protected for the Client. In the event the Firm is discharged or is required to withdraw as the Client's counsel of record before completion of any law suit that is filed, prior to a substitution of counsel, the Firm shall be entitled to obtain an Order protecting the Firm's right to a charging lien and have the amount of said lien for fees and/or costs determined in the same action before that suit is dismissed or otherwise concluded.
19. **Binding on Heirs, Etc.:** This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of each of the parties hereto.
20. **Money Due the Firm:** If it is necessary to file suit for the collection of any sums due under this Agreement, the Client agrees to pay a reasonable Attorney's fee together with costs and interest for the efforts expended in having to collect those sums.
21. **Release of File Upon Completion of Case:** The Client understands and acknowledges

that at the completion of this case and upon payment of any unpaid balance due and payable to the Firm, the Law Firm shall release to the Client all of the pleadings, discovery documents and any original documents provided by the Client to the Firm will be given to the Client by the Firm for the Client's records and storage. The Client understands and acknowledges that the Firm will not retain these materials and they will not be available to the Client through the Law Firm in the event of any further action on this matter after completion of the case. Additionally, the Client acknowledges that the Client is not entitled to the working notes of the Law Firm, or other internal documents, correspondence or records related not this matter that are strictly the property of the Law Firm.

22. **Agreement and Understanding:** The Client has reviewed and fully understands this Agreement. All of the Client's questions concerning this Agreement have been asked and answered.

23. **Additional Terms:**

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\_\_\_\_\_  
\_\_\_\_\_

24. **Receipt:** The Client agrees to the above terms and conditions of this Retainer Agreement and further acknowledges that the Client has received a copy of this Retainer Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Retainer Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Client

The undersigned accepts this cause for representation as of the date of this agreement and the client named within, with the express understanding that this Contract for Legal Services is conditioned upon the receipt of the Retainer Fees set forth above.

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**D. CHRISTINE THURMAN, ESQ.**