

TAMBURRO LAW OFFICES

RETAINER AGREEMENT

BETWEEN

JAMES A. TAMBURRO, ATTORNEY AT LAW, located at 58 Tallowood Drive, Medford, New Jersey 08055, hereinafter referred to as **Attorney**

AND

Client's full name:

Residing or located at

Hereinafter referred to as **Client**

Attorney will represent you with respect to:

LAWYER'S DUTIES

1. This firm will represent you in this matter according to the rules of professional conduct, rules of practice and laws of the governing State and or Federal Government. This firm's duties end upon entry of final court judgment or order, or if litigation is not pending, upon completion of the duties assigned to us or for any of the reasons for withdrawal stated in Paragraph 5. Attorney is not obligated to represent you in an appeal of any matter arising from our work at the trial level. Should you wish an appeal, a new agreement must be drawn before Attorney can act further on your behalf.

NO GUARANTY

Judges and juries are granted great discretion in legal matters. As a result, this firm cannot guarantee the result in any aspect of your matter.

WITHDRAWAL BY THE FIRM

(a) If litigation is pending, Attorney may ask permission from the Court to withdraw as your lawyer:

1. if you insist that he do something illegal or unethical;
2. if you do not cooperate with him;

(b) If litigation is pending and you do not pay our billings within 30 days of their receipt, Attorney may elect to provide you with notice of intention to be relieved as counsel. If within two weeks' time following your receipt of such notice, you have not paid your outstanding bill or made arrangements with Attorney for its payment, then this agreement shall constitute your consent for Attorney to withdraw from the case and substitute the

handling of the case to you, individually. Attorney will prepare and arrange to file the Substitution of Attorney. It will then be your responsibility to proceed with the case or retain other counsel.

LEGAL FEES

We cannot predict the amount of time that will be spent on your case or the expenses that will be incurred in your case.

(a) This firm will begin work on your case upon the payment of a retainer in the amount of \$2500.00. It is understood, however, that this initial retainer is non-refundable.

(b) You will be billed at the rate of \$350.00 per hour. Bills will be mailed to you periodically but no sooner than once a month or shortly after the termination of Attorney's services.

(c) You will be responsible for the payment of all court costs, investigative fees, expert expenses, deposition, and any extraordinary expenses arising from the character of your case. Attorney will from time to time request that you pay over to us what is needed for costs before they are incurred.

(d) When your case is listed for trial, depositions, or any lengthy proceeding, Attorney may request an additional retainer to be applied to the anticipated time for preparation and attendance at the event, payable before performing the required services. If you do not pay this requested sum 48 hours prior to the event, you acknowledge that you do not wish Attorney to appear at the event in your behalf. However, you are notified that the absence of Attorney's services may compromise the outcome of the case.

(e) You will be billed at the hourly rate set forth in sub-paragraph (b) above for all services rendered. All billing will be in minimal increments of .1 hours (6 minutes). This includes telephone calls, dictating and reviewing letters, documents and pleadings; preparation, travel time to and from and attendance at depositions, meetings in law offices settlements, court and/or administrative proceeding.

(f) In addition to legal fees, you are responsible for the following costs, if applicable:

1. Filing Fees
2. Service Fees
3. Investigator Charges
4. Subpoena Witness Fees
5. Transcripts
6. Messenger Service
7. Photocopies @ \$.15 per page and Printing
8. Fax charges @ \$.15 per page received
9. Telephone toll calls
10. Postage
11. Court Reporter fees and charges
12. Tolls and Parking
13. Expert Fees
14. Report fees
15. Photographs, video recordings, models and other evidential materials
16. Such other expenses necessary for representation of your interests

(g) Our fees are due upon your receipt of our bill.

(h) In the event a check is returned for insufficient funds, there will be a charge assessed against your account in the amount charged to Attorney by his bank, and no further checks will be accepted. Payment will then be made either in the form of a cashiers' check or money order.

(i) Client(s) and law firm further agree that law firm may at its own expense employ another attorney, or attorneys, in such place or places as may appear desirable to assist in the above matter. If client(s) employ(s) another attorney, or attorneys, in this matter, such employment shall be at the client's expense and shall not affect the amount due law firm under this contract. If client(s) should settle or collect his/her/their claim himself/herself/themselves, such fact shall not affect the amount due law firm under this agreement. Client(s) agree(s) that any settlement of this claim shall be made through and at the offices of said law firm

TRANSFER OF FILE

As our client you have the right to be represented by counsel of your choice. If you should choose to be represented by another firm Attorney will retain a lien on this file if any portion of your billing is unpaid. Attorney will cooperate with any new lawyer in transferring the file, but Attorney must keep a record of your case. If your billing is still open, attorney will keep the original file until paid and the new attorney may have it copied, at their expense at a copier of their choosing. If your billing is satisfied, you may have the original file, but you will make a copy of it for Attorney.

(a) Attorney's lien means that if you receive any money from the handling of your case, your outstanding bill to Attorney will be satisfied before any disbursement is made to you. Attorney will present your new attorney with a copy of this agreement and notify him or her of Attorney's lien for services. It is agreed that you will execute forthwith any necessary documents or instruments to ensure that these funds are deposited in the firm's trust account for proper distribution.

ACKNOWLEDGMENT

By signing this agreement, you acknowledge:

- (a) That you have read this agreement;
- (b) That you have had an opportunity to ask questions with respect to this agreement;
- (c) That you have received a satisfactory reply to any questions you have asked with respect to the content of this agreement;
- (d) That you have received a copy of this agreement; and
- (e) That you fully understand the terms and conditions set forth herein.

DATED:

Client

DATED:

JAMES A. TAMBURRO, ESQ.