

EVICTION LAW FIRM

EvictionLawFirm.com
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Law Offices of
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Palm Beach:

301 W. Atlantic Blvd.
Suite O-5
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Tampa:

2906 W. Gandy Blvd.
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Fax (877) 74-FAX-ME

RETAINER AGREEMENT FOR EVICTION SERVICES

Date: _____

Client (name, address, contact information):

Landlord Name: _____

Tel: _____

Manager/Agent: _____

Fax: _____

Address: _____

Cell: _____

Email: _____

*** FACT SHEET ATTACHED ***

*****MUST BE COMPLETED*****

You have hired the Eviction Law Firm, the Law Offices of Kevin H. Fabrikant & Associates, PL, to perform tenant eviction services. For this law firm to commence performing eviction services, we need to receive (1) this Retainer Agreement signed by the Landlord, or Landlord's agent, and returned to us by mail, delivery service, scan and email, or facsimile, (2) the applicable Initial Fees and Costs, (3) a copy of the lease agreement (if one is written), and (4) the applicable Notice duly completed and delivered to the tenant(s) to be evicted.

Initial Fees and Costs: the initial fees and costs for our eviction services consist of:

Initial Costs:

- \$185 filing cost paid to the clerk of court for each leased property under eviction
- \$30 process server cost for each tenant in the leased property
- \$10 subpoena issuance fee per tenant to be evicted

Initial Legal Fees:

- \$200.00 legal fees to initiate case representation for each leased property under eviction

We accept checks, money orders, wire transfers and major Credit Cards. Please make checks payable to "The Eviction Law Firm" or "Law Offices of Kevin H. Fabrikant & Assoc., PL".

We Perform Tenant Evictions According to the Following Process: Complaint for Eviction with Lease (if written lease) and applicable Notice is filed with the Clerk of Court and served by the process server to the tenant(s). The Tenant(s) have 5 days thereafter to file a response to the Complaint with the Clerk of Court and/or deposit money into the Court Registry. If nothing is filed by the tenant(s), then we file for default and final judgment by the Judge. If the tenant(s) do file papers or money with the Clerk, which only occurs in a very small number of cases in our experience, then the eviction case is set for hearing or possibly mediation. We will then proceed to defeat the tenant(s) at the hearing and seek a final judgment for eviction by the Judge. The Final Judgment gives legal possession of the rental property back to the Landlord. After the Final Judgment is entered by the Judge, the Clerk of Court issues a Writ of Possession. Our goal is that we will get issued the final judgment and writ of possession within 30 days from the date of filing the Complaint for eviction. After we receive the issued Writ of Possession, we deliver it to you along with Writ of Possession Instructions. You shall determine whether the tenant(s) complied with the Court's Final Judgment by vacating the rental property. If not, then you will give the original issued Writ of Possession to the Sheriff, along with the required Sheriff Fee. The Sheriff will go to the rental property to post the Notice of Sheriff Removal which advises the tenant(s) that the Sheriff will be back after 24 hours to remove the tenant from the rental property, to stand by to keep the peace while the Landlord changes the locks, if desired by the Landlord, and while the tenant(s)' personal property to be removed from the rental property onto the property line, if desired by the Landlord. When you give the issued Writ of Possession to the Sheriff, you will inform them of the contact numbers for you so that the Sheriff can coordinate when the Sheriff Removal [not the 24 Hour Posting] will take place so you or someone on your behalf can be present at the time the Sheriff schedules the removal of the tenant. If for any reason you do not have your writ executed during the time in which the writ is valid, and you request a reopening of a case in order to have issued an Alias Writ, you will be responsible for court reopening fees as well as legal fees required for work in reopening the matter as stated in the ensuing Additional Legal Fees section.

Additional Legal Fees: In our experience, most tenants under eviction do not challenge their eviction. However, if anyone does, we attempt to get the tenant(s)' response struck or denied by the court. Sometimes though, a hearing, mediation, or additional pleadings are required. If so, you shall be responsible for additional legal fees of \$50 per hour for: any attorney appearance required at any hearing/mediation/final hearing/trial or any other court proceeding including travel, costs, as well as preparation for such court appearance; for preparation of motions, notices, or other pleadings in cases that require litigation post the default period; for any settlement stipulations post default period; for any legal work required to enforce settlement stipulations, including any amendments to settlement stipulations; and for any legal work required to reopen any eviction matter.

In our experience, about 1 in 25 cases will require the appearance of an attorney for either hearing or mediation, and the time for such hearings is typically less than two hours. In processing each tenant eviction for you, we are relying upon information and documentation you provide to us. So if any such information is missing, inaccurate or in error, accidentally or not, and this law firm needs to take some action to correct same, including bringing and/or defending any hearing before the Judge, then you shall pay a fee of \$50 per hour for each hearing or mediation requiring the appearance of an attorney for you. You shall also pay \$50 per hour for attorney's time for any trials, including trial preparations. Note that only about 1 in 100 eviction cases go to final hearing/trial, and the time for such final hearings/trial is typically less than three hours.

Miscellaneous: You shall indemnify, defend and hold this law firm harmless from and with respect to any claims, demands, or judgments made or entered against us relating to any legal services provided to you hereunder. You agree to pay all fees, collection fees, legal fees, and other costs related to any attempt by this law firm to collect any and all sums due hereunder. In the event this law firm has to institute legal proceedings to enforce any term hereunder, then this law firm shall be entitled to reasonable attorneys fees and costs related to same. The person signing this retainer on behalf of a corporate entity agrees to personally guarantee the sums due hereunder. This retainer signed by a managing agent represents that they have authority to and do enter into this retainer on behalf of the Landlord. The courts situated in Florida, county of Broward, shall have exclusive jurisdiction hereover, and the laws of the State of Florida shall govern. All payments made by credit card, debit card or other charge card are subject to an additional service fee in the same amount as this law firm is charged from the credit processing company (currently 2.88%). A facsimile hereof shall be considered an original. In the event you cancel your eviction request prior to

filing the eviction action, there will be a \$50.00 attorney review fee, if your lease and notice have already been reviewed and processed by an attorney.

By signing this retainer agreement, you acknowledge that you have read and understood and agree to be subject to the Additional Terms and Conditions, which shall be deemed incorporated herein. Unless we otherwise request of you, please send all documents, payments, notices, and other things to the **Hollywood office**. Thank You. We will make every effort to provide you with efficient and professional legal representation and achieve the goals requested.

/s/ Kevin H. Fabrikant
The Eviction Law Firm
Law Offices of Kevin H. Fabrikant
& Associates, PL

Client: signed by Landlord, or
Landlord's agent

EVICTION FACT SHEET

[Read Completely, Fill in Blanks, and Check the Correct Boxes - Use for Each Eviction]

1) Landlord's Name is: _____

- "**Landlord**" is the owner of the property or the person who leases the property (sublease)
- Include corporate, partnership, or individual names of those **who own the rental property**
- This is **all** of the owner(s) of the rental property **as reflected in the Deed**
- **Cannot be the manager** of the property unless manager is also the owner or the landlord
- If lease was **assigned** to the current Landlord from a prior, indicate when this occurred

2) Tenants' Name(s) is/are: _____

- Include **names of all tenants** living in the rental property, not minor children
- If one tenant has vacated, but others remain, indicate **who left and when**
- Notice to tenant must **state all tenants** on lease and living in rental property

3) Rental Property Address: _____

- Must be the same address according to **official property records** for the county
- Must be the **same address as on written lease**, if lease is in writing
- Notice to tenant must use the same **address as on the lease**, if one is in writing
- Address must be **written on the front of the property** so process server and Sheriff can locate it

4) Lease Agreement: -Written Lease -Oral Lease

5) How Much Is Monthly Rent Amount: _____

- Only include those items called "**rent**" in the written lease (not late charges, pet fees, unpaid security deposits, insufficient fund check fees, etc.)
- if lease does not specifically call late fees, pet fees, unpaid security deposits, insufficient fund check fees, as "**rent**" then **do not include in Notice**
- If **no written lease**, then **ONLY** include the monthly rent, and **not** other charges, fees, etc.
- Rent **can not include Unpaid Deposits**

6) Reason for the Eviction: -Non-Payment of Rent -Material Default / Cause Event
-Failure to Cure prior Notice or Repeat Violation -Non-Renewal of Month-to-Month
-Lease Ended but Tenant did not vacate

7) Type of Notice Served on the Tenant: -Pay Rent or Vacate -Cure Default
-Non-Renewal of Lease -Termination (repeat of default or due to default that can not be cured)

8) Provide a detailed breakdown of the overdue rent amount on your Notice to pay rent or vacate. State the exact amounts of rent owed for which specific months. If there is a balance of rent owed for the first month in which the tenant began to carry a past due balance, specify this amount. For example if your Notice reads \$2,300.00 provide the specific rent breakdown such as:

- July 2011 Balance of Unpaid Rent: \$300.00
- August 2011 Rent Not Paid in Full: \$1000.00
- September 2011 Rent Not Paid in Full: \$1000.00

NOTICE AMOUNT BREAKDOWN:

* Please note late fees, NSF fees, security deposits, etc..., cannot be included as rent unless your lease expressly deems these types of fees to be late fees.

9) If Eviction is Based on Tenant's Default or Violations or Lease, Law, or Rule (excluding unpaid rent), explain:

10) Date the Notice was Served on the Tenant: _____
- The date the Notice was served on the tenant **must be stated** on the Notice - see bottom of Notice.
- Indicate on the Notice, can be at the bottom, the **date it was Served** (means to deliver) to the tenant

11) How Notice Served on Tenants: -Mail -Certified Mail -Hand Delivery - Post on Door
- **Only Serve** (means to deliver) to the tenant(s) the way the written lease says to serve it.
- If written lease says all Notices to tenant to be given by mail, then **only mail Notice**.
- If written lease does not state how, or no written lease, then use any **One** of the above Notices.
- Notice must indicate **how it was Served** on the tenant

12) How Many Days Tenant Given to Comply with Notice: _____ Days
- Due date for rent to be paid "**on or before _____**" must comply with No. 13) below instructions
- If Lease allows for more that 7 days to cure default, then **Lease period to be used** in Notice

13) Were the Following Instructions Complied With: -Yes -No
- For all Notices to Tenants, if Lease is in writing and gives tenant a stated number of days to cure a default or to pay rent, then number of **days in Lease must be used** - see applicable provisions of written lease
- **For eviction based on 3 Day Notice to Pay Rent or Vacate:**

- **Notice to Pay Rent or Vacate Instructions to Follow When Counting Due Date for Tenant:**
 - Exclude the **day the Notice is Served**
 - If Lease allows more than 3 days for late payment, then **Lease period must be followed**
 - **Do not count** weekends or holidays in 3 Days
 - If 3rd Day is a weekend or Holiday, then due date is the **day following**
 - **Add 5 Calendar Days to the Due Date for Tenant to Pay Rent or Vacate if:**
 - Notice was Served to Tenant by Mail
 - if Landlord's Address and Tenant's address are in Different Counties
 - if Landlord's Address is a P.O. Box

14) Did Landlord/Manager Accept Payment After Notice Expired: -Yes -No
- Landlord **cannot accept payment** after Notice expires, or the Notice is Waived
- The Notice is a crucial document as it is the **terminating document** that actually terminates the rental agreement, written or oral.
- Landlord cannot accept any payment from the tenant while the eviction case is proceeding or case can be dismissed; tenant should **deposit money** into the court registry.
- **Settlement Agreement** can be prepared between Landlord and Tenant to settle the eviction case

15) Tenant's Telephone Number(s) is/are: _____
- We may seek to contact the tenant in an effort to reach a settlement agreement.

16) Does Lease Contain Option to Purchase Rental Property: -Yes -No

- Indicate *where in written lease*: _____ (page, paragraph no.)

17) Is the property under Section 8 or other governmental subsidized program: -Yes -No

- There are *additional obligations* the landlord must follow.

- The landlord is required to *follow all such guidelines*, and advise us of any additional filing requirement.

Why These Instructions are Important: Landlord/Manager - if the Notice is incorrect, then it should be re-done and re-Served. If not, then there is a risk that the Court will deny the eviction and require that a new Notice be served and a new case filed with the payment of additional fees and costs, and if the tenant has a lawyer, the Landlord/Manager could be responsible for the tenant's attorneys' fees and costs. We are relying upon information provided to us in processing the eviction. If any of the above information is inaccurate, we are not responsible if any such eviction case is dismissed, delayed, or results in an award for the tenant or his/her attorneys fees.