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RETAINER AGREEMENT

Client(s) hereby retains Elevate Legal Services, PLLC (“Elevate”), as Client’s attorneys for legal representation in Client’s flood and/or hurricane insurance claim. This employment is on a contingency fee basis as set forth below and Client agrees that Elevate shall receive payment for services rendered if there is a recovery by way of an insurance payment, settlement, judgment, arbitration award, and/or appraisal award. **If there is no recovery made, then Client is not responsible for Elevate’s attorney’s fees or costs.**

Pre-Litigation: Prior to a lawsuit being filed, and/or prior to the invocation of appraisal by either party, Elevate shall receive twenty-five percent (25%) of the gross recovery paid by the insurance company.

Attorney’s Fees After Litigation Ensues and/or After Appraisal is Invoked: After a lawsuit is filed and/or after the invocation of appraisal by either party, if there is a recovery on Client’s behalf, Client agrees that Elevate is entitled to be paid *the greater of*:

- 1) Thirty-three and one-third percent (33 1/3%) of the total recovery, plus costs; or
- 2) The amount of attorney’s fees awarded to Elevate by any Court of Law, including any attorney fees awarded in the form of a contingency fee multiplier; or
- 3) The amount of attorney’s fees that the insurance company has agreed to pay Elevate as part of a compromised settlement.

Client agrees that Elevate has full and final authority to negotiate and settle Elevate’s legal fees invoice.

Costs/Expenses: In addition to legal fees, Client agrees that Elevate is entitled to receive all court costs and other expenses that Elevate incurred in the Client’s case. Client agrees that any and all expenses incurred by Elevate on Client’s behalf will be deducted from Client’s net proceeds of recovery. If there is no recovery made, Client is not responsible for Elevate’s costs.

Lien Interests: Client agrees that Elevate must honor all lien interests and authorizes said liens to be paid out of the client’s net portion of recovery. An example of a lien interest is any amount owed to a public adjuster, roofing company, water mitigation company, mold remediation company, mold testing company, and/or any other company or person that has performed work at the subject property and is due compensation for work performed from the proceeds of Client’s insurance claim. If Client has entered into a contract with a public adjuster or water mitigation company, Client grants Elevate permission to deliver Client’s settlement check directly to Client’s public adjuster or mitigation company to facilitate the payment of any lien interest.

Mortgage Company as Additional Payee: Client understands that if there is a mortgage on the property, the mortgage holder will be listed as a payee on any settlement check. Client agrees that Elevate's representation is limited only to recovery against the insurance company. Client agrees that Elevate has no responsibility and will not assist Client with the mortgage company's endorsement process.

Elevate may withdraw from Client's representation for any reason, including but not limited to if the Client insists on pursuing a course of conduct in which, in Elevate's opinion, is illegal or unethical; or if Client insists on pursuing a course of conduct which is contrary to Elevate's advice; or if Client disregards the obligation to pay Elevate's attorney's fees and expenses when due and payable under this contract.

This contract may be canceled by written notification to Elevate at any time within three (3) business days of the date the contract was signed by all parties, and if canceled, Client shall only be obligated to reimburse Elevate for any fees or costs they incurred up to that point. If Client terminates Elevate after the expiration period, Client agrees that Elevate is entitled to a charging and/or retaining lien interest for work performed pursuant to quantum meruit or for thirty-three and one-third percent (33 1/3%) of the highest settlement offer achieved during pre-litigation or litigation, whichever is greater.

By signing this contract, Client gives Elevate permission to file a claim and/or lawsuit against the defendant insurance company or companies on Client's behalf in the appropriate court of law.

AGREED AND ACCEPTED on this ___ day of _____

Name

Signature

Date

Name

Signature

Date

On Behalf of Elevate

Date

CLIENT'S BILL OF RIGHTS

Statement of Client's Rights

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three business days of signing the contract. If you withdraw from the contract within the first three days, you do not owe the lawyer a fee, although, you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each firm must sign the contingency fee contract.

5. If your lawyer intends to refer a case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to advance costs or expenses in preparing or researching your case you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to the Florida bar, the agency that oversees the practice and behavior of all lawyers in Florida. For more information on how to reach the Florida Bar, call 800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request but may not require, that a provision for arbitration under Chapter 682, Florida Statutes, Fee Arbitration Rules regulating the Florida Bar, be included in your fee contract.

CLIENT'S SIGNATURE

CLIENT'S SIGNATURE

DATE:

By:

ELEVATE LEGAL SERVICES, PLLC