

TIA E. WERDELL, P.A.
FAMILY LAW COLLABORATIVE FEE AGREEMENT
Also called "Limited Scope Fee Agreement"

Agreement entered into on this ____ day of _____, 2015, between Tia, E. Werdell, Attorney & Counselor at Law, Tia E. Werdell, P.A., 2831 Ringling Blvd., Ste. 112C Sarasota, FL 34237, (hereinafter called "Attorney") and + (hereinafter "Client").

1. Employment. Client hereby retains Tia E. Werdell, as my attorney to represent me with respect to + in the Circuit Court of SARASOTA/MANATEE County, Florida, where I am one party and + is the other party.
2. Tia E. Werdell's representation is limited to the collaborative law process. Accordingly, no court hearings will be set other than those necessary to enter agreed orders and Final Judgment. If you and the other party are unable to reach an agreement, or one of you files a contested pleading or motion with the court, then Tia E. Werdell must withdraw from representing you pursuant to the terms of the collaborative law participation agreement.
3. Moreover, you acknowledge that Tia E. Werdell reserves the right to withdraw for the following reasons, which are in addition to the reasons for withdrawal outlined elsewhere in this Agreement: (i) you use delay to gain an advantage in the collaborative law process; (ii) you persistently refuse to follow through on commitments; or (iii) you insist on using direct or implicit threats to gain advantage in the collaborative law process; or (iv.) **you have not timely paid your bill, or you have only made a partial payment.**
4. You acknowledge that Tia E. Werdell has a right, and potentially, a duty to terminate the collaborative law process if you engage in any of the following behaviors and persist in doing so after counseling by Tia E. Werdell: (i) you refuse to disclose information, including the existence of documents, which in Tia E. Werdell's judgment must be provided to the other party or any member of the collaborative team; (ii) you answer dishonestly to any inquiry made by the other party or member of the collaborative team; (iii) you take an action that results in compromising the integrity of the process; or (iv) you fail or refuse to take an action which failure or refusal compromises the integrity of the process.
5. Under any of these circumstances, if you refuse to terminate the collaborative law process, you authorize Tia E. Werdell to terminate the collaborative law process on your behalf by written notice to the other party, the collaborative team, and the Court. Tia E. Werdell's right and/or duty to terminate the collaborative law process and notify the other participants and the Court survives your request that Tia E. Werdell withdraw and/or your termination of Tia E. Werdell's services.

6. Payment for Services:

- a. Hourly Fee: The current hourly fee charged by Attorney for Services under this Agreement is \$250.00 per hour. Attorney bills on the .10 (each 6 minutes) of the hour and all time is rounded up to the nearest tenth.
- b. Method of Payment: Attorney's office takes the following credit cards: Visa, Master Card and Discover; cash; check. **Should Client dispute charge on credit card and/or stop payment on check, Client is aware that said actions are potentially criminally liable, and may be civilly liable for treble damages.**
- c. When Payment is Due: **Immediately after the service**, unless a different fee arrangement is made in this section, clauses 4 and 5. For convenience, Client can provide credit card authorization to charge on Client's credit card as billed.
- d. Payment from Retainer: Client may have option of setting up a deposit fund with Attorney, out of which payment for services may be made as they occur. If a retainer is established under this clause, Attorney shall e-mail/mail Client a billing statement summarizing the type of service performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client may optionally replenish the retainer or continue to draw the funds down as additional services are delivered. If the retainer becomes depleted, Client shall pay for additional services per hour (clauses 1 and 3), or by providing credit card authorization to charge Client's credit card the amount Client chooses to replenish the retainer.

7. Resolving Disputes Between Client and Attorney:

- a. Notice and Negotiation: If any dispute between Client and Attorney arises under this Agreement, both Client and Attorney agree to meet confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolutions proceedings.
- b. Mediation: If the dispute is not resolved through negotiations, Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, mediation whose role will be to facilitate further negotiations within fifteen (15) days. Attorney and Client shall equally share the costs, provided that the payment of the costs and attorney's fees for mediation may also be mediated.
- c. Arbitration: If mediation fails to produce a full settlement of the dispute satisfactory to both Client and Attorney then Client and Attorney agree to submit the dispute to binding arbitration under the rules of Civil Procedure

and Florida Statutes under voluntary binding arbitration chapter 44. This arbitration must take place within sixty (60) days of the failure of mediation. Costs and Attorney's fees for arbitration and prior mediation may be awarded to the prevailing party. Mandatory Notice under Rule of Professional Conduct 4-1.5(i): **NOTICE: This agreement contains provisions requiring arbitration for fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitrations as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

- d. Attorney's Fees: Should it be necessary to institute any legal action for the enforcement of payment of fees, Attorney shall be entitled to recover reasonable costs of collection, including reasonable attorney's fees related to said collection, and any interest accrued.
- 8. Conclusion: This agreement contains the entire understanding between Client and Tia E. Werdell and may not be varied or modified unless in writing.

READ, APPROVED AND ACCEPTED:

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TIA E. WERDELL
Attorney & Counselor at Law