

EXAMPLE: ATTORNEY-CLIENT REPRESENTATION AGREEMENT
for the legal matter of
EVICTION OF TENANT(S) FROM CLIENT'S PROPERTY

Reading this agreement does not establish an attorney-client relationship.

This agreement is made by and between Aphid Apartments, LLC,

address 800 Landlord Lane, Entrepreneurburg,
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by owner/agent Octavia Owner,

address: 11 Homestead Street and
Alicia Beeler Villines, Attorney, Missouri bar # 35684, address 14 S. Main, Liberty, MO 64068, ph.
816 872-5531; email abvillines@yahoo.com or AliciaVillines@gmail.com.

Both parties must sign this Agreement to establish an attorney-client relationship.

for Eviction of John Doe and Mary Roe from 123 Maple Street, Anytown, U.S.A.

CLIENT RESPONSIBILITIES. Client agrees to:

1. Discuss goals in filing the case.
2. Cooperate with attorney in providing all documents requested, preparing all required papers and documents, thoroughly reviewing drafts of documents, and advising attorney of corrections needed.
3. Respond promptly to all communications from attorney.
4. Notify your attorney promptly of any change in your address or phone number.
5. Promptly pay all attorney fees and other fees as they are incurred. An initial deposit of \$ 250 is being paid with the execution of this agreement.

Client agrees to be responsible for any returned check charges.

6. Client acknowledges that s/he is aware that if “John Doe and Mary Roe” are not named and served and it is discovered that additional parties other than the named tenants are residing at the premises, then the case will need to be refiled in order to remove the additional unknown occupants. Client is aware that there are additional service fees associated with naming John Doe and Mary Roe as Defendants. ↩Client initials:

O.O. **YES!** Include “John Doe and Mary Roe” as Defendants. I’ll pay the extra service fee to make sure that anyone and everyone living there can be lawfully removed.

 NO! Don’t include “John Doe and Mary Roe” as Defendants. I’ll gamble that there are no unknown occupants in the premises, and pay for an additional lawsuit if I’m wrong.

7. By signing this Agreement, Client further certifies awareness that if a Rent and Possession petition is filed the tenant will be allowed to remain in the premises if Tenant pay all past due rent and other costs as allowed by the Landlord-Tenant Agreement on or before the court date, and that Landlord

must accept said payment; Landlord may insist upon cash and is not required to accept a check from tenant.

ATTORNEY RESPONSIBILITIES. Attorney agrees to:

1. Review all documents prior to filing.
2. Provide a fully signed copy of this document to client and other case documents.
 - Client agrees that electronic copies sent via email are acceptable.
3. Explain the attorney’s fees that are being charged in the case, how and when those attorney’s fees are determined and paid, and whether additional fees will be charged for representation. This Agreement only covers attorney fees, which are as follows:
 - a. **Free consultation.**
 - b. **Uncontested eviction;** KC area Missouri. \$150.
Includes preparing and filing petition and Motions for service, arranging for lawsuit service, first court appearance, preparing judgment, and communication between client and tenant as needed. Court filing fees and service fees are extra.
 - c. **Extra court appearance for uncontested eviction.** \$25 per appearance.
 - d. **Non-Jury trial if Tenant contests eviction.** \$300
This does not include any discovery or defense of counterclaims, and assumes the tenant does not have an attorney.
 - e. **Contested eviction if:** Tenant is represented by an attorney, discovery is required, Tenant has a counterclaim, or a jury trial is requested: This is charged at an hourly rate of \$180 per hour for both preparation and trial.
 - f. **Witness subpoena.** \$30.
Includes preparation and arranging service. Does not include actual service of subpoena.
 - g. **Request for Restitution of Possession (Execution).** \$30.
Includes preparation and filing.
Does not include filing fee, sheriff’s fee, or any other fees or costs.

Client’s Signature. Client certifies s/he has read the agreement and understands and agrees to carry out the terms of the agreement and has received a signed copy of the agreement.

Attorney’s Signature. By signing this agreement, your attorney certifies that, before the case was filed, she explained to you all matters as required by this agreement.

Sample only. Not valid unless signed by both Attorney and Client. _____

Client /Agent

Date

Sample only. Not valid unless signed by both Attorney and Client _____

Attorney

Date

The choice of a lawyer is an important decision and should not be based solely upon advertisements. Past results afford no guarantee of future results, and every case is different and must be judged on its own merit.

A. Attorney Fee Breakdown:

1. Attorney Consultation: Free!
2. Prepare and file Petition and Motions for Service as needed. Arrange for service. \$100
3. First court appearance by Attorney and prepare Judgment Order. \$50

4. Extra court appearances. \$25 each.

5. Contested Eviction \$300.
6. Includes all uncontested services my efforts to convince the court that judgment should be given in
7. my client's favor. This assumes the other side is not represented by an attorney and does not include
8. defense of counterclaims or other Motions, or other legal work not part of a standard evictions.

9. Subpoena prep: \$30

10. Hourly fee: \$180 per hour. Applies when the other side is represented by an attorney and/or applies to defense of counterclaims, Motions, and other non-standard eviction work.

11. Mileage charge: \$2 per mile for all counties not bordering Clay County. Mileage accrues for his mile past border county's seat city or equivalent distance. This extra charge applies to **all** trips.

B. "Pass-Through" fees, which I collect and forward, include:

1. Court filing fee (varies by county and number of defendants)
2. Process server fee (varies by county, type of service, and number of defendants).
 - a. Process server fee applies to both Petitions and subpoenas.
3. Request for Writ of Restitution Filing fee
4. Sheriff's fee for executing Writ of Restitution

C. Please note:

No Petition will be filed without the Filing fee being paid.

No summons packet will be printed and given to the process server unless the estimated fee for this has been paid.

No Request for Writ of Restitution will be filed unless the fee for this has been paid and all other previous fees have been paid.

In short, all fees for one stage of the process must be paid before we embark on the next stage.