



DICKSON DAVIS LAW FIRM

ENGAGEMENT LETTER

Date: _____

Company : _____

Name : _____

Title : _____

Address : _____

Re : **Engagement for Legal Services**

File ID : _____

Matter : **Provide legal representation for filing evictions in South Carolina**

Dear _____:

The Dickson Davis Law Firm ("Firm") is pleased that you, as the authorized representative of _____ ("Client"), have asked the Firm to serve as counsel for _____ ("Company"). The purpose of this letter is to confirm in writing the nature of the engagement and set forth the terms of the Firm's legal representation of the Company and the Firm's engagement. If you have any questions about this letter or any of its provisions, then do not hesitate to call the Firm.

This engagement letter will not take effect, nor will the Firm have any obligation to provide any legal services, until the Client returns a signed copy of this Contract, a signed copy of the Legal Services Retainer Agreement ("Agreement"), a signed copy of Exhibit C in the Agreement, and pays the deposit, or retainer in full, pursuant to the Agreement provided in addition to this engagement letter. The Agreement is hereby incorporated by reference into this Engagement Letter.

1. Client(s).

The Company will be the Firm's only client this matter. The Company, and the Company alone, is the Firm's client. The Firm owes no duty to you in the individual capacity outside the course of business acting as members for the Company, your family members, or to your potential successors or beneficiaries.

2. Scope of Representation.

The Firm's representation will be limited to the specific matters described in this paragraph. You are engaging the Firm to represent you, and the Firm agrees to represent you for the purpose of: legal services for evictions, or other related landlord-tenant matters, of property assets in South Carolina (hereinafter referred to as the "matter"), and attempt to obtain a *non-trial resolution* of the matter.

The Firm's representation of you will be limited to include only the following services:

- (1) receive referrals to the eviction process for each property;
- (2) collect prerequisite documentation as exhibits for obtaining a writ of ejectment through file sharing process and approve or reject referrals based on document submissions prior to filing application for ejectment (rejections and re-review of document submission(s) billable at \$50.00 per rejection);
- (3) prepare, draft, execute, and notarize application for ejectment concerning each tenant referred to the eviction process at the rate of \$225.00 per document;
- (4) appear at the hearing for the rule to vacate or rule to show cause at the rate of \$350.00 per appearance in magistrate's court;
- (5) if a case remains uncontested (i.e., tenant, or lessee, is not represented by an attorney nor contests the rule to vacate or rule to show cause), then any additional court appearances will be \$350.00 per hearing;
- (6) if a case becomes contested (i.e., tenant, or lessee, is represented by an attorney or contests the rule to vacate or rule to show cause), then any additional court appearances will be \$350.00 per hearing;
- (7) if Client wishes to dismiss an eviction without prejudice, then the rate is \$225.00 plus reimbursement for filing fees, if applicable, mailing fees, runner fees, and etc.;
- (8) Client is responsible for reimbursing firm for attorney travel time, mileage, and court filing costs (bulk hearings for volume scale will be requested with each court to minimize said travel time and mileage expenses);
- (9) appeals from magistrate court decisions priced separately at a flat fee of \$1,700.00 (Client responsible to obtain bonds on appeal);
- (10) Firm is permitted to engage in pre-litigation settlement negotiations with tenant (or lessee) or opposing counsel representing tenant (i.e., cash-for-keys program to get tenants to vacate) at an hourly rate of \$225.00 per hour;
- (11) all document review, correspondences with Client, opposing party, counsel for opposing party is billable separately at a rate of \$225.00 per hour (only 1-minute increments in billing practices permitted by the Firm);
- (12) runner fees will be appropriated to the number of evictions based on that runner's billing at-cost to Firm; and,
- (13) any other required services concerning evictions not listed will be billable at an hourly rate of \$225.00 per hour.

**Each matter will be entered as a separate matter and billable according to that matter for centralized accounting purposes. A separate one-page fee contract modification form will be attached as an addendum at a later date to be a coversheet for document submissions for each referral to the evictions process.*

Disclaimer: The Firm's representation of you is limited to matters described above, and the Firm owes you no duty of ongoing representation in this matter or other matters. The Firm's duties to you under this agreement will end when the Firm has sent you the filed settlement agreement prior to trial or hearing or obtained a disposition of the case prior to trial or hearing. Upon termination of representation, the Firm will return your legal files and documentation to you. After that time, the Firm's representation of you will cease, and the Firm will owe you no duty to update your case or to notify you of changes in the law changes that may affect you. Any future representation is not a part of this engagement and will be covered by a separate agreement.

3. Nature of Relationship.

The Firm's objective is to provide high quality legal services to the Firm's clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this matter, the Firm's ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, then the Firm invites your inquiries.

4. Fees and Expenses.

The Firm will perform these services for the Company described above billable on an hourly basis for attorney(s) and paralegal(s) devoting time to this matter:

Counsel Rate:	\$ 225.00
Paralegal Rate:	\$ 112.50

Payment for all work earned is non-refundable. Payment is due upon receipt of the Firm's invoice for legal services rendered to the Company. The Firm's hourly rate will apply to, but is not limited to, the time that the Firm may:

Initial: _____

- (1) have already spent discussing this matter with you (whether on the telephone or in person);
- (2) have other conversations with third parties (your advisors, other attorneys, and etc.) about this matter;
- (3) spend researching this matter;
- (4) spend drafting, revising, and reviewing your case motions and related pleadings;
- (5) spend drafting and reading correspondence;
- (6) spend supervising the execution of documents;
- (7) spend on administrative legal costs that may include copying documents, hiring a court reporter, transcript costs, paralegal assistance, travel time, and so forth.

5. Payment Arrangements.

Payment for fees and expenses is due at the earlier of (1) the time you sign your documents; or (2) 15 days from the date of this letter. Please be ready to pay when you submit the signed and executed engagement letter and the Legal Services Retainer Agreement to the Firm. Late fees will be assessed accordingly: a \$25 late payment fee + 1.5% interest charged per month on balances greater than \$200.00. Late fees will be assessed on the last day of every month. The Firm accepts payments by either check made payable to Dickson Davis Law Firm, LLC, or major credit cards with a 3% convenience fee.

All payments for work earned is non-refundable. Payment(s) made by third parties must sign and remit the authorization form in Exhibit D of the Agreement when submitting payment(s) on your behalf to be valid payments. Written authorization by you of third parties making payment(s) on your behalf will be construed as authorization by that third party.

Disclaimer: The Firm's billing statements not only include billing information, but also include confidential information and sometimes information that is protected by the attorney-client privilege. For this reason, you should be careful with whom you share the information. Otherwise, you may waive confidentiality and privilege. The Firm recommends that you do not give this information to anyone without first consulting with the Firm. Otherwise, you may waive attorney-client confidentiality and privilege.

6. Privacy Policy.

With respect to email, the Firm will use email to send and receive information including documents. However, email should never be used if a prompt response is needed. In any situation where a prompt response is needed, you should call the Firm's office rather than use email. The Firm prefers not to send emails to you at any account other than your own personal account, with a reasonable expectation of privacy. Or, you may waive your attorney-client privilege. No attorney-client privilege will attach to client-attorney communications made under circumstances where a significant risk exists that the communications will be read by a third party.

The Firm retains an electronic or digital copy for seven (7) years after the Firm's representation is terminated. Upon request, the Firm may provide you with copies of any relevant information that the Firm receives for the Firm's files. With respect to files, the Firm does not keep any original documents in the Firm's files after the Firm's representation is terminated. The Firm will give these files to you and the Client bears the responsibility to keep these files permanently.

7. General Waiver of Conflicts.

As you may be aware, the Firm represents many other companies and individuals, and the Firm is currently unaware of any conflicts of interests in this matter. In the event that this Firm represents new or existing clients in other material matters that may be directly or indirectly adverse to you, then the Firm will notify you and discuss how to proceed at that time.

8. Termination of Representation.

Either of us can terminate this relationship by giving written notice to the other party. The Firm's representation of you will terminate immediately upon the giving of this notice by either party, except that, if you are involved in a court proceeding (such as a lawsuit or probate proceeding) at the time of termination and the Firm is still

Initial: _____

listed as the attorney of record, the Firm's representation will continue until the Firm is sure that the Firm's immediate withdrawal as your attorney will not jeopardize your interests in the proceeding or as ordered by the court. Upon termination by either party for any reason:

- (1) You agree to pay the Firm's fees accrued through the date of termination calculated at the hourly rate or rates stated above;
- (2) You agree to pay the Firm's expenses incurred through the date of termination; and
- (3) You are entitled to the Firm's file maintained on your matter if you request it, provided that the Firm is entitled to photocopy the file contents at your expense prior to delivery of the file to you.

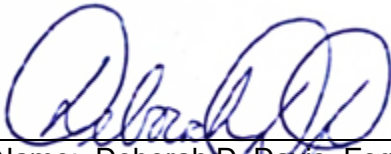
9. Signature(s).

If the foregoing and the enclosed Legal Services Retainer Agreement accurately state the terms of your engagement of the Firm, then please sign the enclosed duplicate of this letter, initial each page, and return to the Firm in the return envelope provided. When a copy of this letter is signed by multiple parties, even if separately, and returned to the Firm's office, a copy constitutes our agreement.

If the foregoing, and the enclosed Legal Services Retainer Agreement, do not accurately state the terms of the Firm's engagement, then please let the Firm know immediately, and do not proceed to use the Firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms.

Again, the Firm is pleased to have the opportunity to serve you. Please call me if you have any questions or comments during the course of the Firm's representation.

Very truly yours,



Name: Deborah D. Davis, Esq.
Title: Managing Attorney
Bar No.: 102942
Firm: Dickson Davis Law Firm, LLC
Date: _____

The foregoing letter accurately states the terms of my engagement of the Dickson Davis Law Firm, LLC, to represent me in connection with the matter described above.

By: _____
Company : _____
Name : _____
Title : _____
Date : _____

Initial: _____



DICKSON DAVIS LAW FIRM

THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE PURSUANT TO TITLE 15, CHAPTER 48, SECTION 15-48-10(a).

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

LEGAL SERVICES RETAINER AGREEMENT

This **LEGAL SERVICES RETAINER AGREEMENT** ("Agreement"), dated as of _____, between **DICKSON DAVIS LAW FIRM, LLC**, a South Carolina limited liability company having its principal place of business located on 310 Rutherford Street, Greenville, South Carolina 29609 ("Firm"), and _____, a Corporation, S-Corporation, Partnership, Limited Liability Company, or Sole-Proprietor having its principal place of business located on _____ in _____ **COUNTY, SOUTH CAROLINA** ("Client").

RECITALS

1. This agreement provides for the Firm's legal representation of the Client regarding the Client's case.
2. Ms. Deborah D. Davis is the Attorney at Law for the Firm ("Attorney").
3. The Firm handles landlord and tenant matters, and the Client has consulted with the Firm regarding legal advice for the Client's case.
4. The Client seeks legal representation from the Firm involving legal representation for filing evictions of tenants from South Carolina rental properties on the behalf of the Client acting as a managing agent, or owner, for said rental properties in South Carolina ("matter").

The engagement letter and recitals are hereby incorporated into this Agreement. Accordingly, the parties agree as follows:

Article 1. Legal Services

1.1 Non-trial Resolution

By executing this Agreement, the Client hires the Firm to provide legal representation of the Client in the Client's civil matter as outlined into the engagement letter regarding *a non-trial resolution of the Client's matter(s)*.

1.1.1 Non-Trial Resolution Tasks

Subject to the provisions of this Agreement as amended from time to time, the Firm will perform services including, but not limited to, the following:

- (1) receive referrals to the eviction process for each property;
- (2) collect prerequisite documentation as exhibits for obtaining a writ of ejectment through file sharing process and approve or reject referrals based on document submissions prior to filing application for ejectment (rejections and re-review of document submission(s) billable at \$50.00 per rejection);
- (3) prepare, draft, execute, and notarize application for ejectment concerning each tenant referred to the eviction process at the rate of \$225.00 per document;
- (4) appear at the hearing for the rule to vacate or rule to show cause at the rate of \$350.00 per appearance in magistrate's court;
- (5) if a case remains uncontested (i.e., tenant, or lessee, is not represented by an attorney nor contests the rule to vacate or rule to show cause), then any additional court appearances will be \$350.00 per hearing;
- (6) if a case becomes contested (i.e., tenant, or lessee, is represented by an attorney or contests the rule to vacate or rule to show cause), then any additional court appearances will be \$350.00 per hearing;

DICKSON DAVIS LAW FIRM, LLC ■ 310 RUTHERFORD STREET ■ GREENVILLE, SOUTH CAROLINA ■ 29609
864.729.3428 TEL ■ 864.752.1424 FAX ■ WWW.DICKSONDAVISLAW.COM ■ INFO@DICKSONDAVISLAW.COM

- (7) if Client wishes to dismiss an eviction without prejudice, then the rate is \$225.00 plus reimbursement for filing fees, if applicable, mailing fees, runner fees, and etc.;
- (8) Client is responsible for reimbursing firm for attorney travel time, mileage, and court filing costs (bulk hearings for volume scale will be requested with each court to minimize said travel time and mileage expenses);
- (9) appeals from magistrate court decisions priced separately at a flat fee of \$1,700.00 (Client responsible to obtain bonds on appeal);
- (10) Firm is permitted to engage in pre-litigation settlement negotiations with tenant (or lessee) or opposing counsel representing tenant (i.e., cash-for-keys program to get tenants to vacate) at an hourly rate of \$225.00 per hour;
- (11) all document review, correspondences with Client, opposing party, counsel for opposing party is billable separately at a rate of \$225.00 per hour (only 1-minute increments in billing practices permitted by the Firm);
- (12) runner fees will be appropriated to the number of evictions based on that runner's billing at-cost to Firm; and,
- (13) any other required services concerning evictions not listed will be billable at an hourly rate of \$225.00 per hour.

**Each matter will be entered as a separate matter and billable according to that matter for centralized accounting purposes. A separate one-page fee contract modification form will be attached as an addendum at a later date to be a coversheet for document submissions for each referral to the evictions process.*

The objective of the Firm's representation is to obtain a pre-trial dismissal of the claims alleged by the Client, if possible.

1.1.2 Non-refundable Fees for Work Earned

The Firm's deposit and retainer fees for a non-trial resolution of this matter *is not contingent upon the outcome of the Client's case and is non-refundable for work earned.*

1.2 Trial Resolution

If the Client chooses to pursue **either** a trial, a new trial, an appeal, **or** the Client's case has not reached a resolution on or before the scheduled date for a jury or bench trial, then the Firm may perform additional legal services at trial that asserts all the Client's viable legal claims and contentions in an attempt to obtain a "**liable**" verdict against the opposing party, or a "**not liable**" verdict against the Client if applicable. The Firm's legal representation at trial is not included in the retainer fee for a non-trial resolution under this Agreement unless otherwise stated in Section 1.1 to include both a non-trial and trial resolution of the matter. The Firm may invoice the Client separately for services rendered outside the scope of this Agreement, and in the Firm's Engagement Letter, on a case by case basis.

1.2.1 Final Trial Preparation

Final Trial Preparation means that the Firm **either** conducted a pre-trial conference with the judge and the opposing counsel **or** performed **any** three of the following tasks:

- (1) prepared jury *voir dire* questions;
- (2) prepared proposed jury instructions;
- (3) subpoenaed any witnesses;
- (4) prepared any trial exhibits;
- (5) prepared a judgment as a matter of law;
- (6) outlined the opening statement; or
- (7) outlined the closing argument ("Final Trial Preparation").

1.2.2 Legal Fees for Trial

The legal fees for trial will be due twenty (20) days prior to the Client's scheduled date for trial. If the Firm receives less than twenty (20) days' notice for the Client's scheduled date for trial, then the Client must pay the balance due for trial **immediately**. Unless the Client agreed to both a pre-trial resolution and a trial resolution in Section 1.1, and the fee quoted includes the cost of legal representation for both

Initial: _____

a non-trial resolution and trial resolution, then the legal fees for trial separate from this Agreement include:

- (1) any fees for the Firm up to and including the trial of the case;
- (2) the preparation of any post-trial motions and hearings for either a *new trial* or a *renewed judgment as a matter of law*.

1.2.3 Legal Fees for Retrial

If the court grants a new trial on the above-mentioned case(s) to the Client, the Firm will conduct a new trial at an additional charge to the client not included under this Agreement. The Client will be responsible for any applicable expenses to the Firm or other necessary costs for proper representation of the Client that include, but is not limited to, the following:

- (1) telephone tolls;
- (2) court reporter costs for any depositions, hearings, appearances or transcript preparation;
- (3) private investigator charges;
- (4) reproduction of documents;
- (5) making (or having made) photographs and any printing or enlargements of same;
- (6) the purchase of (or costs to have prepared) any documents such as maps, plats, land surveys, aerial photographs;
- (7) mileage charges and accommodation expenses (if any) of Attorney incurred directly for the Client's benefit;
- (8) video tape production, editing or copying;
- (9) costs of conducting computer-aided legal research;
- (10) the cost of making photocopies of any legal research;
- (11) costs incurred in purchasing (or having made) any court exhibits or demonstrative evidence;
- (12) witness mileage and appearance fees; and
- (13) the hiring of expert witnesses for the consultation and testing of Client or the physical and scientific evidence in the case, the use of the expert's testimony at motion hearings, and the use of the expert's testimony at trial.

Additionally, if the Attorney is required to travel outside Greenville County to investigate the case, to go to court or any hearings on the Client's behalf, then the Client will pay the firm extra fees for the Firm's travel time at the Firm's hourly rate per hour plus all costs of transportation. The Firm will use the most cost-effective mode of transportation. The Attorney shall explain to the Client the necessity of incurring each cost, and, to the extent practical, consult with the Client prior to incurring such costs. Wherever practicable and possible, the Attorney will allow and request the Client to pay such costs directly, in advance.

1.2.4 Non-refundable Fees for Work Earned

At the Client's consent and authorization, the Client must pay a separate fee from this Agreement to (1) proceed to trial (or a new trial), or (2) engage the Firm to perform any three of the Final Trial Preparation tasks unless otherwise stated in Section 1.1. The Firm's legal fees for a trial resolution *is not contingent upon the outcome of the case and is non-refundable for work earned*.

1.3 Substitution of Legal Services

The Client retains the Firm to personally perform any and all pre-trial, trial, post-trial services or other proceedings on behalf of the Client. The Firm may utilize the services of a substitute or additional attorney(s) outside the firm to perform certain work in the Client's case with the exception of the Firm's actual representation at trial, appeal, or certain proceedings. The Firm is the sole judge of when and whom to utilize substitute or additional legal services provided for the Client. The Client authorizes the Firm to split fees with any substitute or additional attorney(s) provided that the Firm notify the Client in writing of the fee splitting percentage based on the work performed by each attorney for the matter outlined in this Agreement.

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1.4 Limited Power of Attorney

Upon executing and delivering this Agreement, the Client hereby grants the Firm, or the Firm's designees, permission to act on the Client's behalf to obtain any and all records and documents related to the case. Simultaneously with the execution of this agreement, the Client has executed a limited power of attorney permitting the Attorney to act in such capacity for Client. The Client may revoke such limited power of attorney *at any time* by giving the Attorney written notice of such revocation.

1.5 Other Legal Services

The Firm performs other legal services outside of this Agreement, which are not included in the Retainer Fee under this Agreement. If the Firm consents to additional legal services outside of this Agreement in writing, then these other services will be billable on an hourly basis per **Article 2**.

1.6 No Guarantees

The Firm makes no representation or warranty regarding the Firm's work, the chances of success, nor the likely results which will be obtained as a result of the Client retaining the Firm.

Article 2. Legal Fees

The Client must pay the Firm the full balance of the Firm's invoice due upon receipt for legal services rendered to maintain legal representation in the Client's case(s) at the time of executing this Agreement for all legal services rendered. The Client agrees to pay the Firm on an ongoing manner billable on an hourly basis or at the abovementioned flat fee rates, if applicable, unless otherwise negotiated subsequently thereafter and agreed upon by the parties in writing ("Retainer Fee").

The Firm's hourly rate for the Attorney is \$225.00 per hour and the paralegal is \$125.00 per hour, which may be adjusted once a year and the Client will be notified accordingly. The Client will be billed according to who performs the work for the Client, whether an attorney or a paralegal. The Firm does not apply hourly billing to sequential or duplicative work internally performed for the Client. The Firm's hourly billing will be rounded up to the next minute in increments less than a minute. The Client will be billed approximately monthly depending upon the amount of work that was done on the Client's file during that period of time and on the volume of legal services rendered during that period of time.

The Firm exercises discretion to apply a flat fee for certain legal services rendered to the Client as mentioned in **Exhibit A** provided that said flat fee is a reasonable fee for the legal services rendered. No portion of any flat fee applied to the Client's billing in this Agreement for specific items in Exhibit B, or in writing to the client, will be refunded, even if the accrued costs and fees are less than the non-refundable fee.

THE CLIENT ACKNOWLEDGES AND CONSENTS TO THE FIRM WITHDRAWING LEGAL REPRESENTATION IF THE CLIENT FAILS TO PAY LEGAL FEES DUE TO THE FIRM AT ANY POINT AND TIME WHEN RENDERING LEGAL SERVICES TO THE CLIENT.

2.1 Additional Fees

In addition to hourly billing, the Client will be responsible for other fees, including, but not limited to, the following: travel time, court filing fees, publication fees, service of process fees, filing fees, deposition charges, copying costs, postage, and related expenses incurred by the Firm outside of performing legal services to the Client ("Reimbursable Expenses"). In certain circumstances, the Firm may anticipate additional expenses that will require a flat fee for a set number of hours in certain circumstances including, but not limited to, the following: an evidentiary hearing, lengthy deposition, trial, an additional action, or other large cost.

2.2 Additional Fees

In addition to the Retainer Fee, the Client may be subject to additional charges as set forth below:

2.2.1 Late Fees

The Client must pay a \$25.00 fee for any late payments upon request. The Firm may elect to waive a late fee that does not alter the Firm's right to accelerate the Retainer Fee due to the Client's default concerning any of the terms and conditions of this Agreement.

Initial: _____

2.2.2 Merchant Services Fees

For the Client's added convenience, the Firm accepts major credit cards provided that the Client pay an additional three percent (3%) processing fee. The Firm accepts major credit cards including Visa, MasterCard, and Discover.

2.2.3 Returned Checks

The Client must pay a \$25.00 fee for any returned checks. Late fees will also apply if applicable.

2.2.4 Failure to Appear

The Client may not be required to appear for court dates depending on the court's jurisdiction of the case. However, the Client is responsible for making necessary arrangements to appear for scheduled court dates as required. If the Client fails to appear in court as required, then the Client must pay the Firm three hundred and fifty dollars (\$350.00) per occurrence, which is due **immediately** unless the Client's absence is excusable of justifiable (i.e., death in the family, hospitalization, or some other documented emergency).

2.2.5 Additional Consultation Appointment

If the Client wishes to have additional in-person or phone consultation appointments or meetings outside of normal pre-trial hearings or other proceedings, then the Firm will charge the Client an hourly rate of \$225.00 for additional consultation appointments with the exception of phone consultations or client correspondence(s) via email, text, or mail as the Client's case progresses. The Client will pay a penalty of \$300.00 for missing any scheduled consultations or meetings unless the Client's absence is excusable of justifiable (i.e., death in the family, hospitalization, or some other documented emergency). **This provision does not apply to the engagement letter for consultation services.*

2.3 Receipt of Payment

The Firm will only acknowledge receipt of funds for the Client's payment for services rendered by sending the Client a receipt for payment tendered. The Client is responsible for ensuring that the Firm has tendered a receipt of funds towards the Client's balance due of the Retainer Fee. The Firm is not responsible for payments that the Firm never receives due to external circumstances beyond the control of the Client or the Firm.

2.4 Completion of Legal Services

Upon the Firm's completion of legal services performed on behalf of the Client, the Client must pay in full any outstanding balance(s) due to the Firm when the Client is able to procure a final disposition form from the court (at the Client's own expense).

2.5 Penalty

If the Client remains delinquent paying the Retainer Fee, then the Firm will withdraw representation due to non-payment. The Client must remit a signed copy of a Consent Order relieving the firm of representation due to non-payment at the time of executing this contract in **Exhibit B** in the event the Client defaults on this Agreement. Additionally, upon written notification to the Client's last known contact information, the Firm retains the right to forward all past due balances to a collections agency when the Client's balance due remains in arrears after ninety (90) days.

2.6 Payment by another Individual

Any other third-party may pay the Retainer Fee on behalf of the Client provided that the Client authorize the Firm to receive payment from that third-party either verbally or in writing. For credit card charges made by a third party, the third-party is required to submit a signed copy of the credit card authorization form in **Exhibit C** with the payment before a third-party payment will be considered a valid payment on the Client's behalf.

Initial: _____

2.7 Exclusions of Certain Legal Fees from Retainer Fee

Per **Exhibit A**, the Client is responsible for paying certain legal fees for the vendor including, but is not limited to, the following: expert witness fees; Guardian ad Litem fees; insurers of surety bonds; and, mediation (or other alternative dispute resolution) fees ("Vendor"). The Client is responsible to pay Vendor(s) in a timely manner to prevent interruptions to the litigation stage(s) upon receipt of the Vendor's invoice or billing. Or, if the Client's trust account maintains adequate funds, then the Client authorizes the Firm to pay the Vendor(s) from the Client's trust account on the Client's behalf.

Article 3. Covenants

3.1 Client

3.1.1 Client Statements

The Client shall make truthful statements and representations when dealing with the Firm in all matters related to the Client's case. If the Firm determines that the Client has breached this provision, such as making omissions to significant factual discrepancies, then the Firm may terminate this agreement and seek court approval to withdraw from the Client's case as the Client's legal representative. In the event that the Client breaches this provision, the Client shall pay all outstanding balances due immediately. The Client will forfeit any monthly payment plan arrangement with the Firm, and the remaining balance due for the Retainer Fee will be accelerated and due immediately.

3.1.2 Client Conduct

The Firm may seek court approval to withdraw from the Client's case as the Client's legal representative in the event the Client's conduct includes, but is not limited to, the following:

- (1) the Client misses, without justification or explanation, any scheduled court appearance for which the Firm has sent notice to the Client by mail, email, facsimile, or as communicated in person or by telephone;
- (2) the Client fails to respond within ten (10) days of the Firm's successive communications (more than two attempts) via mail, email, or phone communications by the Firm to the Client's home address, email address, or phone number respectively;
- (3) the Client absconds from the court's jurisdiction, and fails to return to the State of South Carolina for required appearances;
- (4) the Client is required to be respectful to all personnel at the Firm at all times; or,
- (5) the Client fails to pay for expenses or fees incurred by the Firm related to the Client's case with a balance due in arrears of ninety (90) days or more.

3.1.3 Confidentiality

THE CLIENT MAY NOT TO DISCUSS THIS MATTER, OR ANY TERMS OF THIS MATTER, WITH ANY OTHER PERSON OR THIRD PARTY WITHOUT OBTAINING CONSENT OF THE FIRM BEFOREHAND. THIS PROVISION INCLUDES SOCIAL MEDIA.

3.1.4 Court Date Notices

The Client is responsible for notifying the Firm of any and all changes in the Client's contact information to receive notices from the Firm. Additionally, the Client is required to notify the Firm upon receipt of any court date notices from the court.

3.1.5 Case Disposition

The Client maintains the ultimate authority over how to proceed with the disposition of the Client's case. The Client may request and authorize the Firm to reach a settlement with the opposing party. In such an event, the Client shall indemnify and exonerate the Attorney for any damages, loss of entitlements, penalties, collateral consequences, or other damages that may befall the Client as a result of such a settlement. The Attorney shall communicate with the Client regarding any and all settlement offers from

Initial: _____

the opposing party provided that the Client is responsive to receiving and responding to such communications within a timely manner per the terms of the settlement offer.

3.2 Attorney

3.2.1 Attorney Statements

The Attorney may not make any promises of discharge, guarantees of success, nor representations or warranties of what outcome the Client will obtain from the Attorney's performance of legal services.

3.2.2 Attorney Conduct

The Attorney shall use reasonably best efforts to represent the Client to the best of the Attorney's ability in all phases of legal representation. The Attorney shall perform all services for the Client in a professional manner and maintain compliance with the Rules of Professional Responsibility and Ethics as established by the South Carolina Bar Association and the South Carolina Supreme Court.

3.2.3 Attorney Availability

The Attorney may not be available at all times if the Client desires to confer with the Attorney due to Attorney's other court appearances, client appointments, and similar obligations of the Attorney operating a law practice. The Client shall respect the Attorney's schedule. The Attorney shall keep the Client informed of the progress and of important developments in the case from time to time and to try to schedule a prompt conference mutually convenient to both parties, if and when, the Client desires the same.

3.2.4 Transfer of Case

In the event that the Client and the Attorney cannot agree on the proper handling or disposition of the Client's case, either the Client or the Firm may ask the other for the Firm's removal from the Client's case as the Client's legal representative. The Client may seek court approval for a change of legal counsel. In such an event, the Attorney will assist the Client's new attorney in taking over the case, and fully cooperate with the new counsel to the maximum extent necessary to facilitate the change of legal counsel. The Client shall pay the Firm for services rendered until the Firm's final transfer of information and documents to the Client's new attorney at the Firm's hourly rate of \$225.00 per hour.

Article 4. Termination

Subject to Articles 2 and 3, both parties may terminate this Agreement in writing at any time. Upon termination of the Firm's services, the Client shall pay the Firm for services rendered until termination or any remaining balance(s) due to the Firm. However, any payments tendered prior to termination are non-refundable.

Article 5. General Provisions

5.1 No Tax Advice

The Firm's involvement in this Agreement does not include tax advice, or estate, income, or employment tax returns. These responsibilities are the responsibility of the Client's Certified Public Accountant ("CPA") or other tax return preparer(s). All other tax returns are the responsibility of the Client's CPA.

5.2 No Investment Advice

The Firm does not manage the Client's assets or investments. The Client is obligated to hire a licensed investment advisor or licensed broker regarding the purchase, sale, or liquidation of assets.

5.3 Governing Law

The Laws of South Carolina govern all matters relating to this Agreement, including torts. Both parties submit any litigation concerning the enforcement of this Agreement exclusively to the jurisdiction of the Circuit Court of Common Pleas in Greenville County, South Carolina. If litigation occurs, the losing party shall pay fifteen per

Initial: _____

cent (15%) of the reasonable attorney's fees and all court costs to the prevailing party. Nothing in this provision prevents the parties from seeking assistance from the South Carolina Bar Association fee disputes board, if the parties agree to submit any fee disputes to the South Carolina Bar Association.

5.4 Assignment and Delegation

The Client may not assign the Client's rights or delegate the Client's performance under this Agreement without the Firm's prior consent. The Firm may assign its rights and delegate its performance. For the purposes of this section, an assignment includes a change of control.

5.5 Successors and Assigns

The Agreement binds and benefits the parties and their respective permitted successor and assigns.

5.6 Notices

The parties must send all notices in writing and give all consents in writing through email, fax, in person, overnight courier, or certified mail through the U.S. Postal Service. A notice or consent occurs and is effective when the intended recipient receives it. Email is the preferred mode of communication for notices between both parties.

5.7 Merger

This Agreement states the full agreement (as the final, complete, and exclusive statement of the parties' agreement on the matters contemplated within this Agreement) between the parties and supersedes all prior negotiations and agreements.

5.7 Severability

If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force. If any court strikes an essential provision, then the parties shall opt for rescission instead of reformation of this Agreement by any court; and, attorney fees will be presented in an hourly billing format for the reasonable value of services provided at the rate of \$225 per hour.

5.8 Amendments or Modifications

The parties may amend or modify this Agreement in writing and with the consent of both parties. If the provisions of either an amendment or modification and this Agreement conflict, then the provisions of this Agreement govern.

5.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

5.10 WAIVER OF JURY TRIAL

The Client waives a jury trial for any claims, including legal malpractice for errors or omissions, related to the Firm in this matter after a having a reasonable opportunity to consult with independent legal counsel. The Client is encouraged to obtain independent legal advice concerning this waiver prior to obtaining the Firm's services for this matter. Any disputes that arise between the parties with respect to the performance of this Agreement is subject to binding arbitration under the Federal Arbitration Act under Title 9 of the United States Code and administered by the American Arbitration Association ("AAA") and its rules and procedures in effect at the time of submission. In the event of a dispute, both parties will share equally in the costs of arbitration.

BOTH PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ALL MATTERS REGARDING THIS AGREEMENT OR POSSIBLE TRANSACTIONS ARISING FROM THIS AGREEMENT.

5.10.1 Acknowledgment

This waiver is signed and initialed knowingly, voluntarily, and intentionally. Each party has had the reasonable opportunity to seek independent counsel to explain the consequences of this provision and its ramifications from waiving the right to jury trial for any claims regarding this matter.

DICKSON DAVIS LAW FIRM, LLC

CLIENT: _____

By: 

By: _____

Name: Deborah D. Davis, Esq.

Name: _____

Title: Managing Attorney

Title: _____

Bar #: 102942

Company: _____

Date: _____

Date: _____

To evidence the parties' agreement to this Agreements provisions, the parties have executed and delivered this Agreement as of the date set forth in the preamble.

DICKSON DAVIS LAW FIRM, LLC

CLIENT: _____

By: 

By: _____

Name: Deborah D. Davis, Esq.

Name: _____

Title: Managing Attorney

Title: _____

Bar #: 102942

Company: _____

Date: _____

Date: _____

Initial: _____

EXHIBIT A

Civil Litigation Services Rendered Price List

Civil Litigation Services Rendered Price List	Rate
(1) Researching, drafting, and sending preliminary correspondence to the opposing party or opposing counsel prior to filing a lawsuit:	\$T.B.D.
(a) Researching, drafting, and sending a demand letter;	\$600.00-\$900.00
(b) Researching, drafting, and sending a cease and desist letter; and,	\$400.00-\$600.00
(c) Researching, drafting, and sending a response letter to opposing counsel;	\$600.00-\$900.00
(2) Researching, drafting, and filing a Motion for a Preliminary Injunction, or any motion for an injunction or temporary restraining order, with the Court, and attending the hearing;	\$1,500.00
(3) Researching, drafting, and filing the Complaint for cause(s) of action, if applicable;	\$1,000.00
(4) Researching, drafting, and filing pre-trial motions, responses, or pleadings;	\$T.B.D.
(a) Response to Answer;	\$1,500.00
(b) Response to Counterclaim(s) (price may be adjusted and included in answer with billing);	\$1,500.00
(c) Motion for Summary Judgment and attending the hearing for the Motion for Summary Judgment; and,	\$1,700.00
(d) Any other pleadings or responses prior or during discovery, or the pretrial conference (price per pre-trial motion, response, or pleading each but price adjusted +/- to actual work performed);	\$1,200.00/each
(5) Assisting with the discovery process during the pre-trial stage of litigation that includes, but is not limited to, the following:	\$T.B.D.
(a) Researching, drafting, and filing Requests for Interrogatories (to be filed at the time of the complaint), or responding to the same;	\$1,000.00
(b) Researching, drafting, and filing Requests for Production of Documents (to be filed at the time of the complaint), or responding to the same;	\$1,000.00
(c) Researching, drafting, and filing Requests for Admissions (to be filed at the time of the complaint), or responding to the same;	\$1,000.00
(d) Investigation, interviewing, and gathering evidence from potential witnesses or other sources of evidence (including hiring a private investigator) (\$225.00/hour to the Firm);	Client Pays Firm/Vendor(s)
(e) Researching, drafting, and filing each subpoena (or subpoena duces tecum) for witness testimony, documents, or evidence (does not include reimbursable fees for runner or expenses);	\$150.00/each
(f) Preparing for, attending, and conducting (or participating) in each witness deposition and requesting and obtaining transcript requests (\$1,800/each payable to the firm); and,	Client Pays Firm & Vendor(s)
(g) Expert opinion consultation and testimony, if applicable (as determined by the expert witness), and the client is responsible for paying the expert witness directly;	Client Pays Vendor Directly
(6) Attending all hearings during the pre-trial, trial, post-trial, or appeal stage of litigation not previously included in the abovementioned pricing (including pre-trial conference, if applicable);	\$450.00/each
(7) Assisting with mediation as an alternative dispute resolution to resolve the matter:	\$1,800.00
(a) Preparing for and attending a mediation or settlement conference with the goal to attempt obtaining a settlement (up to (8) hours of preparation and (4) hours in mediation at \$225.00 per hour); and,	\$2,700.00
(b) Costs of the mediation center for three (3) hours is estimated at \$250.00/hour for each party, and the client is responsible for paying the mediation center directly (cost quoted is an approximate estimate for one party, but the actual costs will be determined by the mediator selected by both parties and for time spent in mediation, if applicable);	Client Pays Vendor Directly
(8) Preparing for and attending trial;	\$5,000.00-\$10,000.00
(9) Researching, drafting, and filing post-trial motions and attending the hearing;	\$1,700.00
(10) Researching, drafting, and filing a Notice of Appeal and attending the appeal hearing;	
(a) Appeal from Magistrate Court;	\$1,500.00
(b) Appeal from Circuit Court (or higher);	\$5,000.00-\$10,000.00
(11) For all other services provided, but not included in the abovementioned list, the client may be charged an hourly rate of \$225.00 per hour; and,	\$225.00/hour
(12) For emergency legal services requiring immediate response with less than 24 hours' notice, the client may be charged an hourly rate of \$450.00 per hour and related firm costs.	\$450.00/hour
(13) The Firm is not responsible for the Client's expenses related to a court-appointed a Guardian ad Litem. Estimates vary from \$3,000 in normal cases to \$6,000+ for more complex cases.	Client Pays Vendor Directly

*The Firm exercises discretion on pricing changes and reductions for magistrate court as applicable.

**Some prices may be subject to change with updates in the Firm's pricing list or due to the nature of the client's case.

***The Firm has discretion to lower pricing or set a cap on pricing depending on the time worked on the task for each matter.

STATE OF SOUTH CAROLINA

COUNTY OF

_____,
_____,
v. _____,
_____,
_____.

EXHIBIT B

IN THE _____

_____ CASE NO.

**CONSENT ORDER TO
RELIEVE COUNSEL**

This matter is before the Court pursuant to Motion of **DEBORAH D. DAVIS**, who is the attorney ("Attorney") for _____ ("Landlord"). The Attorney seeks to be relieved as counsel for the Landlord and from representation of the Landlord regarding the abovementioned case number(s) due to the Landlord's failure to comply with either the Attorney's fee agreement contract, or pay the Attorney's fees pursuant to the Landlord's fee agreement contract with the Attorney. The Landlord consents to the Attorney being relieved as the Landlord's attorney as evidenced by the Landlord's signature to this Order. The Landlord has thirty (30) days to obtain substitute counsel.

IT IS HEREBY ORDERED, that **DEBORAH D. DAVIS**, is relieved as attorney for the Landlord,

_____.

SO ORDERED, this ____ day of _____, 20____.

PRESIDING JUDGE

Court of _____

_____ Judicial Circuit

Greenville, South Carolina

_____, 20____

I SO MOVE:

I CONSENT:

Deborah D. Davis, Esq.
Attorney for Landlord

Printed Name:

Title: _____

Company: _____

