

NEW YORK STATE

MATRIMONIAL RETAINER & DISBURSEMENT AGREEMENT

DATED [_____]

CLIENT

ADDRESS

- MATRIMONIAL
- COLLABORATIVE MATRIMONIAL
- APPEALS
- POST-MATRIMONIAL – ENFORCEMENT
- POST-MATRIMONIAL – MODIFICATION
- SETTLEMENT AGREEMENT
- FAMILY COURT – CUSTODY
- FAMILY COURT – VISITATION
- FAMILY COURT – SUPPORT
- FAMILY COURT – FAMILY OFFENSE
- DOMESTIC RELATIONS ORDER
- ADOPTIONS
- OTHER:

PREPARED BY:

VENZON LAW FIRM PC

300 Delaware Avenue
Buffalo, New York 14202
[716] 854 - 7888 (phone)
[716] 854 - 0294 (facsimile)
www.VenzonLawFirm.com

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I hereby retain and appoint **VENZON LAW FIRM PC** (hereinafter referred to as VLF), Attorneys and Counselors at Law, 300 Delaware Avenue, Buffalo, New York, 14202, as my attorneys. I retain VLF to render services in connection with:

The prosecution or defense of a divorce action, including the attempt to negotiate a resolution of the matter;

The negotiation, preparation and/or review of a Separation Agreement or other marital Settlement Agreement;

The prosecution or defense of a Family Court:
 Visitation Proceeding; Support Proceeding; Family Offense Proceeding; Other Proceedings ([_____]);

The prosecution or defense of a custody proceeding in either Supreme or Family Court and/or relocation proceedings;

The enforcement and/or modification of a divorce decree and/or Family Court proceeding other than custody and/or relocation;

The negotiation, preparation and/or review of a Domestic Relations Order pursuant to a settlement agreement or judgment of divorce (Including the preparation and argument of a Motion or other necessary instrument);

The negotiation, preparation and/or review of a Separation Agreement or other marital Settlement Agreement pursuant to a collaborative legal agreement;

Other:
[_____

_____].

Other Terms or Modifications to the Services Above:

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1. In order for VLF to begin representation of you, you have agreed to pay a retainer of \$[_____], together with the sum of \$[_____] for costs and disbursements. If your case in concluded, whether by settlement [e.g.: a separation agreement or settlement agreement or stipulation of settlement] or by judicial determination, the aforementioned initial retainer shall also be the minimum fee charged to you, that is, there will be no refund of the retainer fee under such circumstances. For example, if VLF resolves the matter after expenditure of only one hour of time, there will be no refund even though the time charges add up to less than the minimum fee.

If the attorney-client relationship is terminated without your matter having been concluded a fair and reasonable fee would be determined in accordance with legally acceptable standards, including but not limited to the time and labor involved, the novelty and difficulty of the questions involved, the skills requisite to perform the legal services properly, fees customarily charged in the locality for similar legal services, the amount involved and results obtained, VLF experience, reputation and ability, as well as any other relevant factor.

I agree to pay for the services of VLF in accordance with the following schedule of hourly rates:

ATTORNEY CATHARINE M. VENZON

\$300.00 PER HOUR

ATTORNEY BRYAN G. BROCKWAY

\$300.00 PER HOUR

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ATTORNEY CHAD T. PIDANICK

\$225.00 PER HOUR

ASSOCIATE ATTORNEYS & LAW CLERKS

\$225.00 PER HOUR

PARALEGAL/LEGAL ASSISTANTS

\$75.00 PER HOUR

VLF IS NOT OBLIGATED TO RENDER ANY SERVICES UNTIL THIS MINIMUM FEE IS PAID IN FULL.

If the retainer fee is absorbed by services rendered or costs incurred on my behalf, I agree to pay any additional fees earned by VLF and to reimburse VLF for any advances made on my behalf as such amounts are billed to me.

I further understand that the hourly rates apply to all time expended relative to my matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to me, or otherwise made or had on my behalf or related to my matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers, legal research, court appearances, conferences, and any other time expended in connection with my matter.

I understand that no one particular member of VLF is being retained but rather VLF as an entity is undertaking legal representation of me pursuant to this Retainer Agreement and VLF reserves the right to delegate to any member of the firm such assignments as may be needed in the judgment of VLF for the services provided as hereinabove described.

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THIS RETAINER FEE SPECIFICALLY EXCLUDES SERVICE FOR APPEALS, POST-JUDGMENT APPLICATIONS FOR ENFORCEMENT OR MODIFICATION, CONTEMPT PROCEEDINGS, CRIMINAL PROCEEDINGS OF ANY KIND (CITY, TOWN JUSTICE COURT), QUALIFYING OF ANY QUALIFIED DOMESTIC RELATIONS ORDER, DEFENSE AGAINST CREDITORS, OR WILLS. IF ANY ISSUES ARISE IN CONNECTION WITH ANY OF THESE MATTERS EXCEPT OTHERWISE SPECIFIED, SEPARATE FEE ARRANGEMENTS MUST BE MADE IF I WISH VLF TO REPRESENT ME WITH REGARD TO SAME.

2. Both VLF and I have the absolute right to cancel this Retainer Agreement at any time. Upon receiving a written request to terminate VLF's services or cancel this Retainer Agreement, time and services will be computed and provided for my review. Interest at the rate of 10% per month may be charged on any balance unpaid after thirty (30) days. Should I retain other counsel after VLF has withdrawn from my case due to the breach of this Agreement, VLF has the option to retain my file until such time that my account with VLF has been settled.

If my initial retainer fee is exhausted, an additional retainer fee may be required of me based on the hours actually expended or to be reasonably expended in continuing VLF's representation of me and this will be determined by VLF on written notice to me. I will receive an itemized statement of services rendered approximately every sixty (60) days that will provide me with an on-going status of how my case is progressing.

If for any reason, VLF does not receive my retainer fee as per this agreement or any additional balance owing, or additional retainer required within five

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(5) days after the submission of statements to me, VLF will consider my refusal to pay as a decision to terminate the services of VLF. Prompt payment of all outstanding balances is a condition of VLF's continued representation of me in my matter.

3. VLF INSISTS THAT THERE BE APPOINTMENTS FOR ANY PERSONAL VISITS TO THE OFFICE. THERE ARE NO EXCEPTIONS TO THIS RULE, AND VLF REQUIRES THAT I ADHERE TO THIS.

My failure to follow VLF's requirements regarding personal visits to the office only upon appointments or payment of additional retainer fees and disbursement fees may result in VLF's decision to terminate this Agreement with me. VLF also retains the right to terminate their services should I fail to cooperate by properly filling out all papers sent to me, and timely responding to requests for documentation.

By reason of mounting costs, it may be necessary from time to time for the applicable time charges to be increased and such adjustments will be reflected in billing. However, I will be given advance notice of any such increase and asked to sign an amended Retainer Agreement before any increase in an attorney's billing rate is instituted.

APPLICATION FOR FEES

4. Under prevailing law, an application may be made to the Court in which my action is pending, either prior to trial or at the trial, for my spouse to pay all

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or part of my legal expenses incurred and/or to be incurred in this matter.

HOWEVER, I REMAIN SOLELY AND PERSONALLY RESPONSIBLE FOR THIS RETAINER, TOGETHER WITH ANY OTHER ADDITIONAL FEES AND COSTS THAT MAY BE INCURRED IN THE COURSE OF VLF'S REPRESENTATION OF ME.

NO GUARANTEES

5. It is specifically acknowledged by me that VLF has made no representations to me, express or implied, concerning the outcome of the litigation presently pending or hereafter to be commenced between me and my spouse or other party. I further acknowledge that VLF has not guaranteed and cannot guarantee the success of any action taken by the VLF on my behalf during such litigation with respect to any matter therein.

DISBURSEMENTS

I also agree to pay to VLF all reasonable and necessary disbursements incurred during the course of representation. I further understand that these disbursements generally do not prove to be substantial, but if any single item is more than \$300.00, my approval shall be obtained in advance, if practical.

It is further agreed that I will permit VLF to charge to my telephone number or account any long-distance phone calls, telegrams, and facsimiles made in connection with my case. It is also agreed that it may become necessary for VLF to require additional services of outside experts including tax counsel, accountants, real estate appraisers, business and pension evaluators, and/or private investigators.

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It is understood that these offices might have separate retainer agreements, entered into directly with me; if so, I understand that I will be solely responsible for all fees due and owing to such outside experts. In the event that VLF retains the services of such experts, I understand that I will be solely responsible for all fees due and owing to VLF for such outside experts. I agree to reimburse VLF within five (5) days after receipt of a bill from VLF.

If you so request, a list of subpoenaed witnesses will be agreed upon prior to the incurring of the expense for this service. **THESE FEES MUST BE PAID IN ADVANCE OF THE SUBPOENAS BEING SERVED.**

You further understand that any excess amounts paid for disbursements may be applied to this office against any unpaid balance of fees due and owing to this office pursuant to the Retainer Agreement that you have also executed this day.

The following is a list of disbursements that are **GENERALLY** associated with a case of this nature, but there may be additional disbursements made on your behalf. This will also allow you to follow the course of your action through the Courts:

	AMOUNT
<input type="checkbox"/> Process Server (amount varies depending upon geographical area of service and urgency and/or difficulty of service)	\$40.00
<input type="checkbox"/> Tolls, Automotive Costs, Travel Tickets (for all meetings, conferences, court appearances and other related work conducted outside of Erie County, New York at \$20.00 per appearance, or by cost of tickets)	\$
<input type="checkbox"/> Expert & Appraisal Fees	\$
<input type="checkbox"/> Witness Fees (served in event of trial)	\$15.00 +

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	Mileage
<input type="checkbox"/> Travel Expenses (additional expenses incurred for travel out of Erie County, New York)	\$
<input type="checkbox"/> Index Number	\$210.00
<input type="checkbox"/> Application for Index Number/RJI (assigns case number and a Supreme Court Justice to your case) [Mandatory]	\$305.00
<input type="checkbox"/> Filing of Note of Issue (combined with RJI for a non-jury trial)	\$125.00
<input type="checkbox"/> Filing a Note of Issue (when filed separately)	\$30.00
<input type="checkbox"/> Filing Notice of Appeal	\$65.00
<input type="checkbox"/> Filing Appellate Brief & Record on Appeal	\$315.00
<input type="checkbox"/> Examination Before Trial transcript (amount varies on EBT length)	\$
<input type="checkbox"/> Subpoena service and fees(served in event of trial; amount varies)	\$40.00 Minimum
<input type="checkbox"/> All Motion, Cross-Motion and Order to Show Causes	\$45.00 each
<input type="checkbox"/> Transcript of Trial (for preparation of final judgment) [Mandatory] (varies depending on length)	\$25.00 - Unknown
<input type="checkbox"/> Filing fee (certificate of dissolution of marriage) & two certified copies [Mandatory for filing of final Judgment]	\$15.00
<input type="checkbox"/> Deed and Tax Filings (in event of property transfer executed by Quit Claim Deed)	\$131.00
<input type="checkbox"/> Photocopying (at \$.15 per page)	\$
<input type="checkbox"/> Long-distance Telephone Calls	\$
<input type="checkbox"/> Telefaxing Costs	\$
Total Disbursements Needed Presently	\$

You acknowledge and agree that all fees, disbursements and other monies received by this office on your behalf from whatever source shall be held in the Law Firm Office Account and any balance will be applied by the Law Firm against

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any unpaid balance or fees due and owing and if none, will be refunded to you upon the final settlement and/or conclusion of the case or agreed otherwise.

I acknowledge that I have read this Agreement in its entirety and have had full opportunity to consider its terms and have had full and satisfactory explanation of same and fully understand its terms and agree to such terms. I fully understand and acknowledge that there are no additional or different terms or agreements other than those expressly set forth in this written Agreement. I acknowledge that I was provided with and read the Statement of Client's Rights and Responsibilities.

Yours truly,

VENZON LAW FIRM PC
ATTORNEYS AND COUNSELORS AT LAW
300 DELAWARE AVENUE
BUFFALO, NEW YORK 14202
[716] 854 - 7888 (PHONE)
[716] 854 - 0294 (FACSIMILE)
WWW.VENZONLAWFIRM.COM

I HAVE READ AND DO UNDERSTAND AND AGREE TO THE ABOVE
RETAINER AND DISBURSEMENT AGREEMENT CONSISTING OF

300 Delaware Avenue, Buffalo, New York 14202

VenzonLawFirm.com

[716] 854 - 7888

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**FOURTEEN (14) PAGES INCLUDING ADDENDUM AND AGREE TO PAY
PROMPTLY ALL FEES REQUESTED.**

DATE

CLIENT

CO-SIGNER-

DATE

CO-SIGNER

SOCIAL SECURITY NUMBER

ADDRESS (Street, Apt. No., City, State, Zip Code)

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ADDENDUM

THE FOLLOWING IS A GENERAL GUIDELINE OF VARIOUS STAGES OF A MATRIMONIAL ACTION AND NOT ALL STAGES WILL BE APPLICABLE IN EVERY CASE.

ADDITIONALLY, THERE MAY BE MORE THAN ONE MOTION, TEMPORARY/INTERIM ORDER, PRELIMINARY CONFERENCE, PRETRIAL CONFERENCE AND REPEATED SETTLEMENT NEGOTIATIONS AND OFFICE CONFERENCES IN AN EFFORT TO RESOLVE YOUR ACTION WITHOUT THE NECESSITY OF TRIAL.

IT MAY BE NECESSARY TO IMPLEMENT OTHER STAGES IN YOUR LAW SUIT BASED UPON EVENTS THAT ARE NOT ANTICIPATED AT THIS TIME BASED ON YOUR RECITATION OF THE FACTS TO THE LAW FIRM.

THERE ARE NO GUARANTEES THAT TRIAL DAYS WILL BE HELD ON SUCCESSIVE DAYS IF A TRIAL IS NECESSARY.

- (1) Drafting of a Summons for divorce, separation or annulment (Plaintiff) or Notice of Retainer and Appearance (Defendant);
- (2) Apply for index number and RJI (Assignment of Supreme Court Judge);
- (3) Drafting demand for financial statement of net worth and/or demand for complaint;
- (4) Service of Summons;
- (5) Review and conference re: Fault Outline (Complaint/Counterclaim);

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- (6) Drafting of Complaint (Plaintiff); Drafting of Answer and/or Counterclaim (Defendant);
- (7) Drafting of Reply (Plaintiff);
- (8) Status Conference;
- (9) Review financial information submitted;
- (10) Draft Notice of Motion and/or Order to Show Cause for pendente lite relief;
- (11) Drafting and completion of Financial Statement of Net Worth pursuant to 236(B) of the Domestic Relations Law (Plaintiff and Defendant);
- (12) Draft Notice of Motion and/or Order to Show Cause;
- (13) Draft Client Affidavit;
- (14) Draft Attorney's Affidavit in support of motion or Order to Show Cause;
- (15) Draft Expert's Affidavit (Accountant, Appraiser, and Pension Evaluator) in support of client's motion;
- (16) Status Conference;
- (17) Draft Answering Affidavit to opposing party's Notice of Motion and/or Order to Show Cause;
- (18) Schedule Preliminary Conference for attorneys only;
- (19) Review financial affidavit produced by spouse;
- (20) Review and respond to all correspondence from client, spouse's attorney and Court;
- (21) Status Conference with client - preparation;
- (22) Preparation of Notice to Produce - financial information from the opposing spouse (Plaintiff and Defendant);
- (23) Drafting of Examination Before Trial and appropriate Schedule (Plaintiff and Defendant);
- (24) Conduct Examination Before Trial (deposition) of spouse;

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- (25) Appear for your Examination Before Trial (deposition);
- (26) Status Conference with Client;
- (27) Drafting of NYCRR 202.16(h) Proposed Disposition;
- (28) Drafting of Settlement Memorandum Agreement (optional);
- (29) Attendance at Preliminary Conference;
- (30) Drafting of pretrial information sheet and marital estate summary sheet;
- (31) Status Conference with Client;
- (32) Attendance at Pretrial Conferences (with clients);
- (33) Drafting of any Interim Orders on partial settlement matters;
- (34) Drafting of Note of Issue and Statement of Readiness;
- (35) Status Conference with Client;
- (36) Settlement discussions/conferences;
- (37) Drafting of Settlement Memorandum Outline Agreement;
- (38) Client Status Conference;
- (39) Trial of issues not resolved by settlement;
- (40) A stipulated settlement presented in Court;
- (41) Execution of an Affidavit of Ratification of Oral Stipulation;
- (42) Preparation of Findings of Fact and Conclusions of Law;
- (43) Preparation of final Judgment of Divorce;
- (44) Filing in the Erie County Clerk's Office the complete judgment roll;
- (45) Furnishing client attorney certified Judgment and transcript of oral stipulation;
- (46) Filing of miscellaneous other legal documents;
- (47) Filing Closing Statement.