
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:



VENZON LAW FIRM PC

300 Delaware Avenue
Buffalo, New York 14202

(716) 854 – 7888 p

(716) 845 – 0294 f

www.VenzonLawFirm.com

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:

1. I will be responsible for payment of a minimum fee (the fee which initially hires the services of VLF to represent me) in the amount of \$[_____]. The minimum fee retains and secures VLF's availability as my attorneys relative to the matter described above.

VLF is not obligated to render any services until this minimum fee is paid in full.

The initial hours expended with respect to my matter will be charged against the minimum fee which I shall pay pursuant to this Retainer Agreement. If my matter is concluded, whether by settlement or by judicial determination, with the expenditure of fewer hours by VLF than would fully absorb the minimum fee on a purely mathematical basis based upon the hourly rates set forth in this Retainer Agreement, VLF shall retain the balance of the minimum fee nonetheless. In other words, there would be no refund of any part of the minimum fee under such circumstances. If the minimum 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. Except as to the minimum fee, the nature and extent of the services which I will be called upon to pay at the conclusion of the case will be computed having regard to the time actually expended by VLF in my representation.

If the Attorney-Client relationship is terminated without the matter having been concluded, e.g. if my spouse and I reconcile, or if I were to discharge VLF as my attorneys, or if VLF were to withdraw as my attorneys, I am entitled to a refund of any unused portion of the minimum fee and disbursement account, calculated by subtracting the time and charges incurred on the actual disbursements paid from my account.

I will receive periodic statements of my account throughout the period of time VLF represents me. These statements are usually forwarded on a monthly basis, but in any

event, at least every sixty (60) days. I will receive copies of all documents and correspondence concerning my case. Interest at the rate of 10% per month may be charged on any balance unpaid after thirty (30) days.

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.

This "team approach" utilized by VLF gives me the benefit of the collective experience and strategic judgment of all attorneys and other professionals in VLF, and also allows the case to move forward on a more efficient and cost-effective basis, due to variable hourly rates set forth herein, than would be possible if the matter were assigned to only one attorney.

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. I have the absolute right to cancel this Retainer Agreement at any time. The minimum fee as provided for hereinabove reflects VLF's policy. 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. I will be charged only for the fee expenses (time charges and disbursements) incurred from the date of the retainer of VLF to the date of discharging VLF unless otherwise court ordered or approved, based upon the hourly rates set forth in this retainer agreement and disbursements incurred.

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.

I also agree to pay to VLF all reasonable and necessary disbursements incurred during the course of representation. This is the purpose for the disbursement fee indicated above. These disbursements normally include, but are not limited to, the following: court costs such as filing for index numbers and notes of issue; transcripts; graphics; witness fees; service of process; long-distance telephone calls; photocopying; and travel, as well as other related costs. These costs shall be paid directly by VLF from the monies provided by me above. If my Retainer is exhausted, VLF will notify me of any of these disbursements that are incurred. I agree to be responsible to pay these within five (5) days after receipt of a bill from VLF. Non-payment may result in the termination of VLF's services and the placing of a lien upon my file. 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.

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 telefaxes 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. 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 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 (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. If payment is not made, VLF shall withdraw as my attorneys by advising me in writing through the United States mail at the address provided VLF, or if necessary, by application to the appropriate Court.

In the event that I desire to terminate the services of VLF, I shall notify VLF in writing of

that fact and my file will be turned over to me only upon the condition that all fees and disbursements are paid. Also, I understand that it will be necessary to receive an executed Substitution of Attorney form from my new counsel and there will be costs billed for the time and expense of copying portions of my file that are retained by VLF for record purposes. This amount varies from case to case and cannot be estimated by VLF at the time of this retainer agreement.

It is further agreed and understood that I shall be charged a rate of ten percent (10%) interest on any overdue account, including any payment-plan account entered into with VLF allowing me to make payments over a period of time and extending any payment obligations.

In the event of a dispute concerning VLF's fees, I have the right to seek binding arbitration in a program administered by the Courts. VLF will provide me with additional information regarding this program at my request. Any questions regarding fees or disbursements shall be made in writing and will be responded to in writing.

3. It is the policy of VLF to keep records of the amount of time and effort expended in each case by the staff. VLF utilizes both a departmental and a team approach towards representing clients. Services are billed in accordance with this Retainer Agreement. My file may be handled at any given time by any one of the members of VLF.

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

<i>Attorney Catharine M. Venzon</i>	<i>\$300.00 per hour</i>
<i>Attorney Bryan G. Brockway</i>	<i>\$300.00 per hour</i>
<i>Attorney Chad T. Pidanick</i>	<i>\$225.00 per hour</i>
<i>Associate Attorneys & Law Clerks</i>	<i>\$75.00 per hour</i>
<i>Paralegal/Legal Assistants</i>	<i>\$60.00 per hour</i>

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.

If an agreement cannot be reached by and between VLF and I pertaining to the amended charges, VLF shall have the right to discontinue services upon five (5) days written notice to me.

I will be billed periodically, generally each month, but in no event less frequently than every sixty (60) days. Included in the billing will be a detailed explanation of the services rendered, by whom rendered, and the disbursements incurred by VLF in connection with my matter. Upon receipt of a bill, I am expected to review the bill and promptly bring to VLF's attention any objections I may have to the bill. While VLF strives to keep accurate time records, the possibility of human error is recognized, and VLF shall discuss with me any objections raised to the bill. I will not be charged for time expended in discussing the bill rendered to me.

VLF shall keep me informed of the status of my case, either by mail or telephone conference with a paralegal, legal assistant, or law clerk assigned to my case. At any time, I may request a conference with the attorney assigned to my case for an explanation of legal questions I may have. VLF shall notify me of developments in my case as they occur, including Court appearances and four-way conferences if they can be arranged. ***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.*** Copies of all papers will be supplied to me as they are prepared (unless I request to the contrary) and all papers received will similarly be forwarded to me.

While VLF expects to be paid the fees due in a timely fashion, in situations where I do not have funds readily available to pay additional fees as they accrue, VLF may, as an accommodation and in their sole discretion, agree to take a security interest in property in lieu of immediate payment. A security interest may take the form of a confession of judgment, promissory note, or mortgage upon specified property. In either event, a lien may attach to any real property. In the case of a marital residence, any such security interest shall be nonforeclosable, i.e., VLF shall not force a sale of my home, nor foreclose on a mortgage placed on the marital residence while the spouse who consents to the mortgage remains the titleholder and the residence remains the spouse's primary residence. I am advised that any such security interest can be granted to VLF only with the permission of the Supreme Court Justice assigned to my case upon an application on notice to the opposing party, and after an application, where appropriate, has been made for my spouse to pay the outstanding fees.

4. In the event such application for payment of counsel fees by my spouse and a security interest for the fees due VLF is made to the Court, I agree to cooperate in connection with such application and to consent to the relief being requested from the Court. My failure to so cooperate and consent to the relief being requested from the Court shall be deemed as a basis for withdrawal by VLF from representation of me.
5. My failure to follow VLF's requirements regarding personal visits to the office only upon appointments and VLF's policy pertaining to telephone calls to the office, non-payment of additional retainer fees, or non-payment of additional 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. In such event, I will be provided with notice of the application and an opportunity to be heard. Should VLF's application be granted, VLF shall make available to me, within thirty (30) days of its

discharge by court order, or with my consent without court order, my file in connection with my matter. However, should any fees be due and owing to VLF at the time of discharge, VLF shall seek a charging lien, i.e., a lien upon the property that is awarded to me as a result of equitable distribution. No such lien may attach to maintenance or child support payments.

APPLICATION FOR FEES

6. 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 or part of my legal expenses incurred and/or to be incurred in this matter. There is no certainty that any such recovery may actually occur as the application rests in the discretion of the Court. In the event such an award of fees is made and collected, the amount collected shall be credited to my bill. At the end of my case (i.e., a final judgment in a matrimonial action), any amount collected that exceeds my billing shall be refunded to me. ***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.***

CERTIFICATIONS

7. VLF informed me that pursuant to Court Rules, VLF is required, as my attorneys, to certify to the Court that all papers submitted by me which contain statements of fact, including a Statement of Net Worth, shall be accompanied by a Certification by my attorney, directed to the Court, under penalties of perjury by counsel as an Officer of the Court, that as my attorney, VLF has no knowledge that the substance of the

submissions made by me in papers submitted to the Court are false. Accordingly, I agree to provide VLF with complete and accurate information and to certify in writing to VLF the accuracy of the Court submissions which VLF prepares on my behalf and which I shall review and sign.

NO GUARANTEES

8. 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.

VENZON LAW FIRM, its Associates, as well as other individuals, who are called upon to assist me in this matter, will consistently offer their best efforts on my behalf.

9. 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.

DISBURSEMENTS

This agreement is to familiarize you with our law firm's policy relative to disbursements that are inherent with a case of this nature. We will set forth a list of disbursements that are generally required in your case so that you will be aware of them when they become due and owing.

In order to minimize billing and provide efficient service, we ask you to forward payment for all disbursements directly to our office when requested. For example, with the service of a Summons with Notice in an Action for Divorce, there is a fee for the process server. Service of a subpoena requires both a witness fee as well as a fee for the process server. ***THESE FEES MUST BE PAID IN ADVANCE OF THE SUBPOENAS BEING SERVED.*** If you so request, a list of subpoenaed witnesses will be agreed upon prior to the incurring of the expense for this service.

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.

An additional disbursement fee may be requested if the initial fee is used and must be paid within five (5) days of the statement being forwarded to you.

It has been our experience that these matters have been less time-consuming if handled in this manner, thereby allowing us to concentrate on your case and not on billing. We have also found that we are given more efficient service from companies that provide these services for you when payment is promptly made by us on your behalf.

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"/> Witness Fees (served in event of trial)	\$15.00 + Mileage
<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) [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)	\$94.00
<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 disbursement fees shall be held in the Law Firm Office Account and at the conclusion of the proceedings or action the remaining balance will be applied by the Law Firm against 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.

It should be understood by you that failure to pay said disbursements as they become due and owing will impede the progress and/or finalization of your case and may be cause for the Law Firm withdrawing as your counsel.

If there are any questions relative to these procedures, please do not hesitate to ask prior to signing this Agreement.

Yours truly,

VENZON LAW FIRM PC
Attorneys and Counselors at Law
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I HAVE READ AND DO UNDERSTAND AND AGREE TO THE ABOVE RETAINER AGREEMENT CONSISTING OF TWELVE (12) PAGES INCLUDING ADDENDUM AND AGREE TO PAY PROMPTLY ALL FEES REQUESTED. I HAVE ALSO READ AND DO UNDERSTAND AND AGREE TO THE ABOVE DISBURSEMENT AGREEMENT CONSISTING OF FOUR (4) PAGES 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)

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);
- (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;

- (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.