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# RETAINER AGREEMENT

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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 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:*

\_\_\_\_\_

**VENZON LAW FIRM PC**

300 DELAWARE AVENUE ♦ BUFFALO ♦ NEW YORK ♦ 14202

[716] 854 - 7888 (PHONE) ♦ [716] 854 - 0294 (FAX)

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1. In order for VLF to begin representation of you, you have agreed to pay an initial retainer of \$0.00, together with the sum of \$0.00 for costs and disbursements. If your case is 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 and is not refundable should the firm complete the representation necessary to conclude the matter specified above.

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 the hourly rates as follows:

|                                     |                          |
|-------------------------------------|--------------------------|
| <b>ATTORNEY CATHARINE M. VENZON</b> | <b>\$325.00 PER HOUR</b> |
| <b>ATTORNEY BRYAN G. BROCKWAY</b>   | <b>\$300.00 PER HOUR</b> |
| <b>ATTORNEY CHAD T. PIDANICK</b>    | <b>\$300.00 PER HOUR</b> |
| <b>LAW CLERKS</b>                   | <b>\$225.00 PER HOUR</b> |
| <b>PARALEGAL/LEGAL ASSISTANTS</b>   | <b>\$100.00 PER HOUR</b> |

**VLF IS NOT OBLIGATED TO RENDER ANY SERVICES UNTIL THIS MINIMUM FEE IS PAID IN FULL. VLF RESERVES THE RIGHT TO INCREASE THESE HOURLY RATES AT THE BEGINNING OF EACH CALENDAR YEAR, OR ONE YEAR AFTER THE DATE OF EXECUTION OF THIS RETAINER AGREEMENT, WHICHEVER IS LATER.**

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The nature and extent of the services that shall be rendered may be such that additional fees may be requested during the course of the action. If the retainer fee is absorbed by services rendered or costs incurred, I agree to pay any additional fees and to reimburse VLF for any advances made on my behalf as such amounts are billed to me.

I understand that the above rates shall apply to all time expended commencing upon the initial attorney-client consultation and continuing thereafter until the matter is concluded. I understand that the time expended by all attorneys, paralegals and law clerks in rendering services to me shall be billed and that the aforesaid services shall include but not be limited to time expended on telephone conferences, conferences in and outside of the office, preparation and review of documentation, review and response to electronic mail, listen to voice mail messages, correspondences, legal research, attendance of depositions, drafting of pleadings, motions papers and affidavits, the review and analysis of financial documents, court appearances, travel to and from appearances and conferences outside of the office.

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 in the judgment of VLF for the services provided as hereinabove described.

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.

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2. Both VLF and I have the absolute right to cancel this Retainer Agreement at any time. However, should any fees or disbursements be due and owing to the firm at the time of cancellation, the firm shall have the right, in addition to any other remedy, to impose a retaining lien (a lien upon the transfer of the file to a new attorney until all fees and disbursements are paid) or seek a charging lien (a lien upon the property of the marriage that is awarded to me as a result of an agreement or court order) as a result of equitable distribution in the final order or judgment in my case. 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.
3. 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 am expected to read and review all itemized statements of services rendered and raise any objections there may be to such statements within fifteen (15) days of receipt of same. VLF shall not charge me for attorney, law clerk or paralegal time expended with respect to the discussion of billing matters. Interest at the rate of 10% per month may be charged on any balance unpaid after thirty (30) days.
4. By agreeing to communicate and participate in document preparation with VLF by electronic means and using the services of VLF you agree to provide VLF with consent to use the information, files, documents and folders you provide to VLF to assist in our legal representation. VLF has taken all reasonable and necessary steps to protect your privacy and use of information given to VLF by you in internet communication and VLF will not be liable for any loss, corruption or unintended dissemination of your internet communication, files, documents, folders, etc. However you and not VLF are responsible for maintaining and protecting all of your internet communications. VLF advises you to ensure that all devices you use for your internet communication to VLF are password protected and that confidential or protected data is encrypted.
5. **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.**

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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 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

6. Under prevailing law, an application may be made to the Court for my spouse to pay all 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

7. 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. 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

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disbursements generally do not prove to be substantial, but if any single item is more than \$750.00, my approval shall be obtained in advance, if practical.

Disbursement normally include but are not limited to items such as the following: court costs (i.e. filing for index numbers, requests for judicial interventions), transcripts, service of process, legal recording, long distance telephone calls, fax transmissions, photocopying, travel and related costs where applicable. Cost and disbursements are billed in addition to fees for services rendered and may be charged against any retainer paid pursuant to this Agreement. 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.

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.

|  | AMOUNT               |
|--|----------------------|
| <input type="checkbox"/> Process Server (amount varies depending upon geographical area of service and urgency and/or difficulty of service)   | \$60.00              |
| <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 +<br>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             |

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|   |   |                      |
|---|---|----------------------|
| <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<br>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 -<br>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  | \$                   |
| <b>Total Disbursements Needed Presently</b> |   | <b>\$0.00</b>        |

If you so request, a list of subpoenaed witnesses will be agreed upon prior to the incurring of the expense for this service. ALL SUBPOENA 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 VLF.

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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**  
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**OPTIONAL PROVISIONS**  
**PAPERLESS BILLING**

“GO GREEN”

By initialing to the left, you agree to help Venzon Law Firm PC “Go Green” by sending your invoice of services rendered by e-mail to the address indicated in your consultation form.

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**I HAVE READ AND DO UNDERSTAND AND AGREE TO THE ABOVE  
RETAINER AND DISBURSEMENT AGREEMENT CONSISTING OF NINE (9)  
PAGES AND AGREE TO PAY PROMPTLY ALL FEES REQUESTED.**

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DATE

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NAME

---

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

**CO-SIGNER-**

---

DATE

---

CO-SIGNER

(PRINT NAME UNDER SIGNATURE)

---

SOCIAL SECURITY NUMBER

---

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

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