

**THE LAW OFFICES OF JONATHAN A. VELEY, LLC
FEE AGREEMENT -- EVICTIONS
(RESIDENTIAL - LICKING COUNTY)**

You retain and employ The Law Offices of Jonathan A. Veley, LLC, as your attorney to represent you with regard to evictions in Licking County from time to time. Any changes to this agreement must be in writing signed by both parties in order to be effective.

You agree to pay us **Three Hundred Fifty Dollars (\$350.00)** for each eviction matter. This fee includes only the following:

- Your filing fee of \$110;
- Preparation and filing of eviction complaint in Licking County;
- Representing you at the eviction hearing.

This is a prepaid, flat fee for the above services that is earned upon receipt; however, if your tenants move out before the above services are completed, a portion of your fee will be returned to you, as follows:

- If you notify us that your tenant moves out before an eviction complaint is filed, we will return \$150.00 of your fee to you.
- If the tenant moves out after the eviction complaint is filed but before the eviction hearing, we will return \$75.00 if you instruct us to dismiss your case more than 24 hours prior to your scheduled hearing.

THIS CONTRACT ONLY COVERS TO THE ABOVE SERVICES. Additional services/costs which may be due are:

\$50.00	To prepare 3-day notices for you to serve.
\$10.00 each	Court costs for each additional defendant after the first two ("All other occupants" is a required defendant and counts as one).
\$10.00	Court costs due on the date of hearing to request the writ of possession.

Events which will cause this agreement to convert to an hourly fee agreement. If any of the following things happen, this agreement will convert to an hourly fee agreement pursuant to our regular hourly fee agreement then in effect:

- An attorney contacts you or us on your tenants' behalf, either in writing or by phone, prior to your scheduled eviction hearing. *(Note: if an attorney simply shows up at the hearing to represent your tenants without filing anything or contacting us in*

advance, there is no additional charge).

- Your tenant escrows any portion of your rent.
- Your tenant, with or without the assistance of an attorney, files a written answer and/or counterclaim against you.
- Your tenant appears at the hearing, with or without an attorney, and convinces the court to grant a continuance.
- Your tenant files a petition in bankruptcy.

If any of these things happen, you will pay us for our time (at the usual hourly rates charged by the attorney performing services for you) and you will reimburse us for our expenses, but only to the extent the total cost for our time and expenses exceeds the amount you have already paid us. We will credit all the money you have paid to us towards your final bill. We may at any time require you to deposit a retainer if your case converts to an hourly agreement, and if you refuse to do so, you authorize us to withdraw from representing you.

Services pursuant to this contract are completed after your eviction hearing. If you decide you do not wish to pursue your former tenants for damages (including delinquent rent), we will dismiss the second count of your eviction complaint without prejudice at no additional charge. If you fail to instruct us within 30 days after your eviction hearing in writing (email is acceptable) that you wish to pursue your tenants for damages, you authorize us to dismiss your second count without prejudice.

If you want us to do anything else after your eviction hearing, including taking judgment against your tenant, collection of damages, or representing you on exceptions to the magistrate's decision or appeals, you agree to sign our firm's standard fee agreement and deposit whatever additional retainer we require before we will do so.

If any person signing this agreement individually or as a representative owns or represents more than one person or entity, this agreement shall be construed to govern all eviction matters brought to the firm by said owner or representative (example: if you are signing this agreement on behalf of ABC, Ltd., it also applies if you bring us an evictions on behalf of XYZ, Ltd.). Either party may request that an additional fee agreement signed by these additional entities as a condition to continuing to providing services, but all services provided by us shall be paid in accordance with this agreement.

Client

Phone

THE LAW OFFICES OF JONATHAN A. VELEY, LLC

By _____