

JOHN F. HAYTER, ATTORNEY AT LAW, P.A.
POST JUDGMENT COLLECTIONS RETAINER AGREEMENT

AGREEMENT made and entered into by and between _____, hereinafter referred to as the “Client”, and **John F. Hayter, Attorney At Law, P.A.**, hereinafter referred to as the Firm, the Client hereby retaining and employing the Firm to represent, appear and act for the Client in the following matter: **POST JUDGMENT COLLECTIONS**.

FEES The Client agrees to pay the Firm a fee of **Forty Percent (40%)** of all amounts collected, or the attorneys fees awarded by the Court if greater than the contingent amount, on a case by case basis.

COSTS The Firm agrees to advance all costs deemed necessary, in its sole and absolute discretion, to reasonably pursue the collection of the Client’s judgment. The Client agrees to be responsible for all expenses incurred by the Firm in it’s representation of the Client, **but except as set forth below, these costs may only be recovered out of funds collected from the judgment debtor by the Firm. Costs are recovered out of the Client portion of collections made, i.e., after application of contingency fee to gross collection.**

COLLECTION PROCEEDINGS The parties acknowledge and agree that this agreement contemplates work to be done by the Firm that requires substantial investment of Firm funds and time, that the decisions to undertake such work are highly subjective in nature and are made based upon the Firm’s investigation of the debtor’s financial position. For this reason the Firm retains the right to undertake or not undertake any and all collections proceedings as it deems financially viable based on the information developed during its investigation of the debtor. The Firm agrees, however, upon the separate written request of the Client, to provide reasonable verbal or email notification the Client prior to commencement of any particular post-judgment proceeding, e.g., real or personal property levy, garnishment, attachment, etc..

SETTLEMENT AUTHORITY The Firm retains the absolute right, at the time of the Firm’s choice, to pay the Client the amount otherwise due to the Client were the debt being collected in full at said time and settle the case. This part specifically pertains to, contemplates and authorizes, if desired by the Firm, the compromise of the attorneys fees payable to the Firm to induce settlement. The Firm also retains the right to purchase the debt being collected from the Client at any time by paying the Client a like amount and in which event the Client agrees to immediately execute such documentation as is appropriate to transfer ownership of the debt to the Firm.

LEVY If a levy is commenced by the Firm the Client is entitled to the benefit of the competitive bidding process otherwise contemplated by the Sheriff’s levy and sale protocols provided for by Florida Statutes, Chapter 56. If a levy is commenced with costs advanced by the Firm, however, and there are no bidders at the levy sale, the Firm shall absolutely and exclusively be entitled to bid, as judgment credit, its advanced costs ahead of the Client’s judgment. If bidders do attend the Firm shall have the absolute and exclusive right to bid, after exhausting an amount equal to the cost deposit, with so much of the Client’s judgment as and if the Firm deems appropriate to acquire the item being levied upon, but within thirty (30) business days after the conclusion of the sale the Firm shall pay the Client a sum equal to the Client portion (60%) of the judgment amount used to bid. In such event, however, since the Firm will be making any such bids in the name of the Client as judgment holder, the Client agrees, upon receipt of the Client portion of the bid amount as referred to above, to immediately execute any and all documentation as is appropriate to transfer ownership of the item levied upon to the Firm.

TERMINATION OF AGREEMENT This agreement may be terminated by the parties upon ten (10) days notice by the terminating party to the other. If the Client terminates this agreement Client agrees to reimburse the Firm, at the time of notice of termination, for any costs incurred but not recovered as of the date of termination. If a payment arrangement is performing and current at the time of termination the Client agrees that the Firm may continue to receive the incoming payments and take its fee from same until such time as the arrangement pays out or goes into default. If a post-judgment levy has been commenced and is pending at the time of the notice of termination the Client agrees that the Firm may complete the levy on the terms and conditions otherwise stated herein prior to said termination being deemed effective. In the event of litigation arising hereunder the prevailing party shall be entitled to recovery of its reasonable attorneys fees and interest at the highest rate allowed by law. Venue for any action hereunder shall be in Alachua County, Florida, and the parties expressly waive the right to a jury trial in same.

DATED the date last set forth below.

John F. Hayter

Date

Client

Date

For the Firm