

JOHN F. HAYTER, ATTORNEY AT LAW, P.A.
PRE-SUIT CLAIM RETAINER AGREEMENT

AGREEMENT made and entered into by and between _____,
hereinafter referred to as "Client", and **John F. Hayter, Attorney At Law, P.A.**, hereinafter referred to as the "Firm".

RETENTION/HIRING

In CONTINGENCY FEE BASED COLLECTION MATTERS, the Client agrees to pay the Firm for the services to be performed by it as herein set forth the following fees: a) 33.33% of all amounts collected before suit is filed; b) 40% of *all amounts collected* after suit is filed, and through entry of judgment, and c) 40% of all amounts awarded in judgments, plus any post-judgment attorneys fees sought by the Firm and/or awarded by the Court, on all accounts, debts and obligations accepted by the Firm from Client for collection. The contingent fee applies to all amounts collected during the term of this agreement, regardless of whether the payment is received by the Firm or the Client.

ALL OTHER MATTERS, but only as requested by the Client on a case by case basis and as confirmed in separate writings, but including defense of counterclaims or appeals in collection cases, shall be handled for an hourly rate of \$250.00.

COSTS

In addition to the above amounts the Client agrees to be responsible for costs incurred by the Firm in it's representation of the Client, including, but not limited to credit bureau reports, asset searches, advertising expense, court costs, extraordinary postage and/or shipping, copying expense, and long distance telephone charges. *Except for judgment recording and lien filing fees, however, in post-judgment collections there are no costs payable by the Client except from the Client share (after deduction of contingency fee) of collections made.* If a post-judgment levy is commenced with costs advanced by the Firm and there are no bidders at the levy sale the Firm shall absolutely and exclusively be entitled to bid its advanced costs ahead of the judgment and acquire the item being levied upon. 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 and to enable the Firm to acquire the item being levied upon. Where this occurs and the Firm acquires the item being levied upon the Firm shall pay the Client, within sixty (60) days of the receipt of the Sheriff's or other official's bill of sale or other similar documentation, a sum equal to sixty percent (60%) of the judgment portion (excluding the Firm's costs) of the amount bid. In any case where the Firm acts to acquire the item being levied upon the Client agrees to immediately execute such documentation as may be necessary to allow the Firm to re-title, as the Firm sees fit, the item levied upon.

TERMINATION

This agreement may be terminated by the parties upon ten (10) days verbal or written notice by the terminating party to the other. If a performing payment arrangement is in place, or a levy or garnishment pending, at the time of any proposed termination by the Client, the Firm shall be entitled to continue to collect on said account, complete the levy or otherwise continue with the garnishment, until the matter is paid in full, goes into default, the item levied on is sold at sale and proceeds distributed or the garnishment is completed (through disbursement by the garnishee).

OTHER TERMS

In the event of a default and litigation hereunder Client agrees to pay reasonable attorneys fees and interest at 1.5% per month on all amounts unpaid from the date of billing.

Venue for any action hereunder shall be in Alachua County, Florida.

The Firm shall also have the express authority, without consulting with the Client, to grant extensions of time to adversaries in matters such as discovery, answer or motion response periods, etc..

The Firm expressly reserves the right to decline individual accounts for collection, in its sole and absolute discretion.

John F. Hayter
For The Firm

Date

Client

Date