

LAW OFFICE OF JEFFREY S. KIMMEL
160 Broadway
Suite 600
NEW YORK, N.Y. 10038

Admitted in NY & NJ

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Date:

Your Company

Re: Retainer Agreement between Law Office of Jeffrey Kimmel
“Attorney” and Your Company “Client”

Dear :

You have asked us on behalf of your company, and we have agreed, to act for you in the collection of certain delinquent accounts. We spoke about the scope of our firm's intended representation. We covered this subject in some detail and considered the nature of our fee arrangement. The purpose of this letter is to summarize and confirm the terms of your engagement of us.

Please review the following agreement, and if it meets your approval please execute and return it to our office. Should you have any questions, please do not hesitate to contact me at the office.

You retain us to represent you in connection with recovery of your delinquent accounts. We anticipate that our representation will involve taking the following steps on your behalf:

A. Parties

1. This agreement shall be between the Law Office of Jeffrey S. Kimmel (hereinafter referred to as "Attorney") and your company (hereinafter referred to as "Client.")

B. Description of Services

1. Attorney will handle Collection matters for client as hereinafter defined. The scope of the services in connection with collection matters includes but is not limited to: Contacting the debtor regarding the account, negotiating with the debtor, commencing an action in the appropriate court of law against such debtor. It shall be the sole discretion of the Attorney whether to commence an action based on his assessment of the viability of the action.

2. "Collection matters" are matters in which we seek to recover money and/or personal property for you from a third party inside the United States. They do not include defense of cross-complaints or counter-claims or separate suits against you. (In the event of cross-complaints or counter-claims or separate suits against you - we will charge an hourly hourly rate of \$200 per hour. A retainer of \$1,500 shall be paid prior to said defense of said claims. These hourly fees are separate and apart from any contingency fee earned as described in paragraph D of this agreement.) They do include, if necessary, filing of a lawsuit, and taking the case through trial. They do not include appeals, any work in Bankruptcy Court, injunctive relief nor provisional remedies such as applications for writs of attachment or writs of possession. They do not include any work in Probate Court, including but not limited to any prerequisite action with respect to the estate.

C. Lawyers

1. We expect that most of the work will be performed or supervised by myself Jeffrey S. Kimmel (a partner in this firm) who will be assisted by various Co-counsel at this firm. However, we reserve the right to assign other lawyers in our firm to perform legal services if in our judgment that becomes necessary or desirable.

D. Fees

1. Our fee will be on a contingent basis of **Twenty Five Percent (25%)** of all consideration or amounts collected. If the matter is put into litigation, (litigation commences once you tell us to draft the complaint and we draft same) our fee becomes **Thirty Three Percent (33%)** of all sums collected.

2. Our fee opportunity vests, once we receive an email or letter from you asking us to represent you in a certain collection matter. Furthermore you agree to forward to us all payments received directly from debtors on assigned accounts, for deposit into our trust account; in event same does not occur you agree to pay us immediately the applicable collection fee on the said payment. The contingent rate is due to us if you or any one designated by you receive any funds or other consideration from any source by or on behalf of any person or entity against whom we are retained by you to pursue in any Collection matter. The net funds

remitted to you shall be calculated as follows: total collections minus fees earned by us and any costs.

3. If a petition in bankruptcy is filed after any collection is made and the trustee in bankruptcy successfully alleges a preferential payment, we will not be liable to return any portion of the monies collected or fees earned.

4. You authorize us to endorse and negotiate and/or deposit checks and other negotiable instruments written to you directly into our trust account and withdraw our portion of said funds. At our option, we will use funds collected to offset any fees, costs and suit fees due to us on any account assigned to us for collection and/or litigation.

E. Expenses and Allocated Charges (also called disbursements)

1. You shall be responsible for and agree to pay all costs and disbursements incurred. We may, at our sole option, advance costs and disbursements, which are immediately due. We reserve the right to require additional funds which shall be deposited in our trust account and credited to your account and shall be and constitute an advance payment against which our subsequent charges for legal fees and costs shall be debited.

2. Any disbursement to any third party enforcer of the debt (i.e. Sheriff, Marshal, or other Police Agency) shall be disbursed from the gross recovery. The Attorney's fee will then be calculated from the net proceeds.

F. Termination of legal Services

1. If we are discharged for any reason, we shall be entitled to receive from you any and all monies due and owing to us on account of legal fees incurred and/or costs advanced and/or the reasonable value of our services and/or a lien on any pending action upon which we provided collection and/or legal services.

G. Miscellaneous Provisions

1. If this Agreement is signed on your behalf, you and the person signing on your behalf each warrant that the person signing has full authority as agent to bind you to the terms of this Agreement.

2. This Agreement may be executed in counterparts, and your signature on this or any Assignment Form or submissions of collection matters to us deems acceptance of these terms. Any copy of this Agreement shall have the same effect as an original. This Agreement shall become effective only after we have signed.

agreed to this day of , 200_

By:

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