

# MICHAEL T. CHULAK

## & ASSOCIATES

---

A LAW CORPORATION

30343 Canwood Street, Suite 203, Agoura Hills, CA 91301  
818/991-9019 FAX 818/991-5077

www.MTCLaw.com  
www.HOAQandA.com  
www.LegalSeminars.net

### **Legal Services Retainer Agreement: Collection of Assessments Receivable - Judicial Foreclosure** (Assessment Lien)

This document (Agreement) is the written fee contract that California law requires lawyers to have with their clients (Client). Michael T. Chulak & Associates, A Law Corporation (Attorney) will provide legal services to you, on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this Agreement to us.
2. **SCOPE OF SERVICES.** You are hiring us as your attorney to represent you in the collection of assessments and/or judicial foreclosure of property located within the \_\_\_\_\_ Association. We will take reasonable steps to keep you informed of the progress of the matter and will respond to your inquiries.
3. **CLIENT'S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, to pay our bills on time, and to keep us informed of your address, telephone number and whereabouts.
4. **DEPOSIT.** No deposit shall be required upon signing this Fee Agreement.
5. **ATTORNEY'S FEES, EXPENSES AND BILLING PRACTICES.**

Fees will be charged for legal services based on the attached fee schedule: "Filing of Assessment Liens and Judicial Foreclosures for Homeowner Associations".

Client shall be required to pay all attorney's fees and costs immediately upon the first of the following events to occur:

- 1) The Debtor of Client makes full or partial payment;
- 2) The property that has been liened is foreclosed upon by Client or any lender;
- 3) The Debtor files for bankruptcy protection; or
- 4) Client terminates the attorney client relationship with Attorney.

Initials:

Client agrees that any funds received by Debtor shall first be applied to attorney's fees and expenses until paid in full and then to Client until paid in full.

Attorney upon providing at least sixty days advance written notice, shall have the right to increase fees and other charges under this Agreement.

6. **NEGOTIABILITY OF FEES.** The attorney's fees set forth in this Agreement are not set by law, but are negotiable between an attorney and client.

7. **EXPENSES.** In addition to paying attorney's fees, Client shall reimburse Attorney for all expenses reasonably incurred by Attorney on behalf of Client (whether or not recoverable as court costs), including but not limited to court fees, service of process charges, photocopy services, notary fees, recording fees, computer-assisted legal research, messenger and delivery fees, postage, in-office photocopying at \$.25 per page, faxes sent and received at \$1.00 each, deposition costs, parking, investigation expenses, consultants' fees, expert witness fees and other similar items.

Client authorizes Attorney to incur all reasonable expenses and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment.

In the event that an award of attorney's fees and costs is sought on your behalf in this action, you understand that the amount which the court may order as attorney's fees and costs is the amount the court believes you are entitled to recover and does not necessarily determine what attorney's fees and expenses we are entitled to charge or that only the attorney's fees and costs which were allowed were reasonable. You agree that, whether or not attorney's fees or costs are awarded by the court in this action, you remain responsible for the payment, in full, of all attorney's fees and expenses in connection with this matter.

8. **BILLING STATEMENTS.** We will send you periodic billing statements for attorney's fees and expenses incurred in connection with this matter. You may request a statement at intervals of no less than thirty days. Upon your request, we will provide a statement within ten days.

9. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, upon written notice to us, and we will immediately after receiving such notice, cease to render additional services. Such a discharge does not, however, relieve you of the obligation to pay any attorney's fees and costs incurred prior to such termination and we have the right to recover from you the reasonable value of our legal services rendered from the effective date of this Agreement to the date of discharge.

In the event of discharge or withdrawal, Client shall reimburse Attorney for the costs of duplicating any file materials provided to Client.

We may withdraw from representation of you with your consent or upon reasonable notice to you.

9. **CONCLUSION OF SERVICES.** Notwithstanding any other provision in this Agreement, when our services conclude, all unpaid charges will immediately become due and payable. You authorize us to use any funds held in our trust account as a deposit against attorney's fees and costs for such unpaid charges. After our services conclude, we will deliver any funds or property of yours in our possession. Client authorizes and instructs Attorney to destroy all file materials after four years have elapsed from the conclusion of services.

10. **DISPUTES.** In the event that any suit is instituted concerning or arising out of this Agreement, each party shall all of such party's costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each and every such action, suit or proceeding, including any and all appeals or petitions therefrom. Any suit filed shall be in Los Angeles County. Venue shall be the court closest to Attorney's office.

11. **EFFECTIVE DATE.** This Agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.