

Shabani & Associates, P.C.  
Attorneys at Law

5500 Southlake Park, Suite 200  
Hoover, AL 35244  
205-823-1967  
866-WRK-VISA

**AGREEMENT FOR REPRESENTATION**

CLIENT: \_\_\_\_\_

Type of Representation:

- ( ) Immigration Removal Fixed Retainer Rate: \_\_\_\_\_ (PLUS filing fees)
- ( ) Criminal Representation/Advice Fixed Rate: \_\_\_\_\_ (PLUS filing fees)
- ( ) Visa Petition services (no court hours). Fixed Rate: \_\_\_\_\_ (PLUS filing fees)
- ( ) Divorce/Advice Fixed Fee: \_\_\_\_\_ (PLUS filing fees) or Hourly Rate: \_\_\_\_\_
- ( ) Child custody/Advice: \_\_\_\_\_. Hourly Rate: \_\_\_\_\_
- ( ) Other: \_\_\_\_\_. Hourly Rate: \_\_\_\_\_

Please Note:

**\*\*** \_\_\_\_\_ (initial) ONLY THOSE SERVICES CHECKED ABOVE ARE INCLUDED IN THIS AGREEMENT TO REPRESENT. Both this signed Agreement, *and* initial payment, must be received to commence representation on any matter.

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Description of SCOPE OF REPRESENTATION: Anything unexpected or additional includes Request for Evidence (RFE) letters, appeals, mandamus, and complex and unexpected needs of the case that we would not normally encounter in the average case of its type. We may ask for additional contract or fees for these situations.

NOTE: Although Shabani & Associates, P.C. is capable of representing clients in front of a variety of tribunals, unless specifically indicated in the scope of representation, no representation in court, administrative hearing, tribunal, or appeal is included under this Agreement. An amendment or separate Agreement will be required for these services.

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**Miscellaneous Fees in Addition to Flat Rate/Retainer Fees**

The first \$25 of miscellaneous fees are included in this Agreement (for example, mailing, parking fees, docket fees, miscellaneous supplies, conference calls, etc.). Thereafter, fees will be billed to the client as a pass-thru expense. Representation fees (including pro bono work) do NOT include the cost of filing, or the cost for forms, as required by government agencies, or the courts. These fees are paid directly to the government agency or court by the client, and are NOT included in this Agreement.

**Full Cooperation Needed**

To achieve the best possible representation, **you must cooperate with us fully** and provide all the information, documents, and signatures needed. So that we may maintain continuous contact with you throughout the

representation, please notify us immediately for a change in address or phone number. Your failure to timely communicate with your attorney is a breach of this contract.

**Interest and Hourly Rates**

An interest charge of 3% shall be applied to any amounts owed to the firm after 30 days. The firm’s hourly rate is:  
Attorney: \$350 per hour for in court; or \$300 for all other.

These rates will be charged unless a flat fee has been agreed. Billing is in 15 minute increments.

**Collections**

If we have to bring a suit against you to collect any balance owed, you agree to pay us an additional amount of 10% of the balance owed as attorney fees. To secure any balance you owe us, you grant us a security interest in any property that may come into our possession in the course of our representation and any claim or cause of action on which we are representing you.

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**INITIAL PAYMENT**

Unless other arrangements are made with the Attorney or with the Practice Manager, I understand a flat fee of \$1,000 down will be required to initiate representation.

<p>_____ (initial) <b>PAYMENT PLAN:</b></p> <p>The Practice Manager will control payment schedules. Unless otherwise modified, the payment under this contract is:</p> <p>( ) Due immediately at Agreement signing</p> <p>( ) Paid over the following period (not including the initial payment above):</p> <table><thead><tr><th>DATE</th><th>PAYMENT + INTEREST (3%)</th><th>TOTAL</th></tr></thead></table> <p>Other comments related to payment schedule: _____</p> <p>_____</p> <p>If the agreement is for a flat fee, you will be given a monthly payment plan of _____ per month. If you terminate our services prior to fulfillment of case, or if you do not adhere to the payment policy, you are subject to [ ] full amount being due, or [ ] reverting to hourly amount, of \$250; or [ ] subject to collections efforts which may incur legal fees and court costs, which you will be responsible for in the event of collections in court.</p> <p>In the event the Client’s payment is made via check, and the check is not honored by the bank upon which it is drawn, the client agrees to the check being re-deposited, and an additional fee of \$45 being charged (or the actual bank fee, whichever is greater).</p>	DATE	PAYMENT + INTEREST (3%)	TOTAL
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**Payment of Court Fees by the Firm**

We **do not** pay filing fees. The client is responsible for providing these funds.

**Consultation Fee** The \$200.00 consultation fee is a part of the initial down payment and will not be refunded if representation is terminated by the client, or should our firm not be retained. For one hour the charge is \$350.

**AL Trust Account Regulations**

Client expressly agrees that flat fees will *not* be deposited in escrow accounts unless the amount exceeds \$500. However, the attorney agrees to adhere to the clause in this Agreement governing refunds regardless of hourly, flat, retainer, or any other fee arrangements. Flat fees will be refunded, if services are discontinued, in an amount appropriate for the uncompleted tasks.

**Areas in Which We Practice**

Representation for Immigration Law services are valid in all 50 States and the District of Columbia. Through associates and “of counsel” to our firm, we maintain bar certification in ALABAMA. We practice only in the state of Alabama in the areas of Criminal Law and Divorce/Child custody/Modification. Criminal law is on a limited basis.

**Location of Firm**

Our firm maintains a home office at 5500 Southlake Park, Hoover, AL 35244

**Venue and Conflict of Laws**

This Agreement will be controlled by the laws and bar regulations of the State of Alabama, the primary location of the practice. All claims brought against Shabani & Associates will be had in Shelby County, Alabama, or otherwise the county where the representation was initiated, and each parties acknowledges the exclusive jurisdiction of these tribunals and administrative venues in any matter relating to legal representation, contracting, or Agreements with Shabani & Associates.

**Refund Policy**

Fixed (flat) fees are refundable on a pro-rated basis equal to work performed under this Agreement. Funds paid in advance of services are fully refundable until services are performed. If arrangement is hourly Clients will receive a monthly account statement when funds are deposited in advance of services, and such services are not completed by the end of the month. Allow 4 weeks for refund.

**Integration**

This Agreement is fully integrated. The Agreement supersedes all other documents between the parties, and contains the entire understanding between the parties, on the scope contained herein.

Modifications to this Agreement must be made in writing and signed by both parties. New work outside the scope of this document requires an additional Agreement to cover the work.

**Who We are Representing**

Things can get confusing as to who the client really is. The individual(s) named in this Agreement may *not* be the beneficiary(-ies) of our services. The individual we are hired to protect, defend, prosecute on behalf of, or advise, is our client – the individual paying the bill (and often named herein) is *not* controlling of any representation where he/she/they is/are not the *direct* beneficiary of our services.

\_\_\_\_\_  
CLIENT  
DATE:

\_\_\_\_\_  
FOR SHABANI & ASSOCIATES, P.C.  
DATE: