

RETAINER AGREEMENT

1. **Selection of Attorney.**

I, {CLIENT}, hereinafter (“Client”) hereby retain the **Law Office of Richard L. Ruth, Esq.** to represent me with respect to an immigration matter, specifically, an I-130/I-485 Joint Adjustment of Status Package to be prepared and submitted for my spouse and I.

2. **Attorney Fees.**

I agree, prior to the commencement of legal services under this Agreement, to pay the Law Office of Richard L. Ruth, Esq. a flat, non-contingent, non-refundable (subject to the Florida Attorney Rules of Professional Responsibility) retainer attorney fee of **\$995.00**, as payment for legal services to be rendered in the immigration proceedings identified in Paragraph 1 above, made payable to the **Law Office of Richard L. Ruth, Esq.** This attorney fee includes the following services: initial client meetings and consultations to secure information and documentation; preparation of applicable forms relating to the initial adjustment of status package; submission of the forms package to the USCIS, reasonable consultations with client about the status of the process and answering any questions relating to same; preparation of any response to request(s) for evidence; and preparation of clients for the green card interview. This attorney fee does NOT include actual attendance at the final interview. If attendance at the final interview is desired, an additional attorney fee of \$_____ is payable at the time of the interview, plus any travel costs. This attorney fee also does not include any appeals or reconsiderations of any denial decision, nor does it cover any applicable I-751 Petition at a later time.

3. **Costs.**

Client understands that he/she is responsible for all costs and disbursements (e.g. filing fees, other court fees, and postage) associated with the legal representation to be provided under this Agreement. Client agrees to pay a cost advance of **\$1415.00**, due with this Retainer Agreement, made payable to: **Law Office of Richard Ruth Trust Account.** **If the costs and disbursements are less than Client’s cost advance, the remainder will be returned to Client.** If the costs and disbursements exceed Client’s cost advance, Client will pay such costs as billed, or in advance on an “as-needed” basis, if requested. In the event any costs or disbursements are paid by the Richard L. Ruth, Esq. on Client’s behalf, Client agrees to reimburse same upon being invoiced for same. Client understands that failure to pay “costs” as requested by Richard L. Ruth, Esq. pursuant to this paragraph, may be grounds for cancellation of this Agreement.

4. **Limits of Engagement.**

Client agrees that the legal services to be provided under this Agreement are limited to the matter described above. Upon completion of that matter or upon earlier termination of

the relationship as provided herein, the attorney-client relationship shall end unless the Client and Richard L. Ruth, Esq. have expressly agreed to a continuation with respect to other matters and a separate written agreement concerning those other matters has been entered into by the parties.

5. Client Duties.

The client agrees that he will provide the Richard L. Ruth, Esq. with such factual information and documentation as required to perform the professional services contemplated under this Agreement. The Client agrees to assist Richard L. Ruth, Esq. in representing Client by giving releases, papers, documents or other information to Richard L. Ruth, Esq., as requested. The Client shall always keep Richard L. Ruth, Esq. advised of any address or telephone changes. If Richard L. Ruth, Esq. is unable to locate the Client, Richard L. Ruth, Esq. may terminate all further representation of the Client by sending a letter to the Client's last known address stating termination of further representation.

6. Confidential Information.

As a matter of professional responsibility, Richard L. Ruth, Esq. is required to preserve the confidences and secrets of all of its clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communications between a client and his/her lawyer. The Client agrees to inform, and keep Richard L. Ruth, Esq. aware, of all information, even if negative or adverse to the client, that might be relevant to legal representation in this matter. Failure to fully disclose all relevant information to Richard L. Ruth, Esq., both favorable and unfavorable, may be grounds for cancellation of representation, at the discretion of Richard L. Ruth, Esq.

7. Termination.

This Agreement may be canceled by the Client, via written notification to Richard L. Ruth, Esq. at any time. If Richard L. Ruth, Esq. has advanced funds to others in representation of the Client, Richard L. Ruth, Esq. is entitled to immediate reimbursement from the Client for those expenditures. Similarly, Richard L. Ruth, Esq. reserves the right to terminate this Contract upon written notification to Client, subject to the Florida Attorney Rules of Professional Responsibility.

THIS AGREEMENT HAS BEEN EXPLAINED TO THE CLIENT UPON REQUEST AND HE/SHE HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO DISCUSS HIS/HER QUESTIONS WITH RICHARD L. RUTH, ESQ.

Signed and dated this ____ day of _____, 2011.

{CLIENT}

{Client Address}

{Client City, State, Zip}

{Client Telephone}

Richard L. Ruth, Esq.

LAW OFFICE OF RICHARD RUTH, ESQ.

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