



CONTINGENT RETAINER AGREEMENT
PROPERTY DAMAGE CLAIM AGAINST INSURED'S INSURANCE
COMPANY

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Suite 228
Aventura, FL 33179

I/We _____ (jointly and/or severally referred to as the "CLIENT"), do hereby retain and employ MOONEERAM + SERRES + VIVANCO, P.A., located at 1031 Ives Dairy Road, Suite #228, Aventura, Florida, 33179, (hereinafter referred to as "ATTORNEY"), to represent the CLIENT in claim(s) for contractual rights against CLIENT's Insurance carrier and/or insurance agent and/or their agents, arising out of an incident, accident, loss or occurrence under the insurance contract issued by _____ Insurance Company, Policy Number _____ (hereinafter referred to as, "POLICY"), that occurred at the location of the CLIENT'S property located at _____, (hereinafter referred to as the "PROPERTY"), whose date of loss was _____ and was caused by _____ (hereinafter referred to as the "LOSS").

1. **ATTORNEY'S FEES-** Contingent on Recovery. This employment is on a contingent fee basis. **If no recovery is made for, or on behalf of the CLIENT, CLIENT shall not be obligated to pay Attorney's Fees** for any of the professional services rendered in reference to this matter by the ATTORNEY. If, after reasonable investigation of CLIENT'S claim(s), or, if due to some change in circumstance(s) during the prosecution of CLIENT'S claim(s), ATTORNEY determines that it is not reasonable for ATTORNEY to continue to pursue or prosecute any claim, upon written notification to CLIENT of such fact, ATTORNEY may withdraw from representation under this agreement or offer CLIENT the option of accepting such modifications of this agreement as necessary to enable them to continue to pursue or prosecute my claim(s).
2. From the gross proceeds of any recovery, the ATTORNEY shall be entitled to receive the following legal fees for the services set forth below:
 - A. The CLIENT hereby agrees to pay to ATTORNEY an amount equal to ___% of the total/supplemental amount paid for the collectible loss or damage recovered by ATTORNEY as the ATTORNEY's fee (including recoverable depreciation, overhead



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and profit, and any extra-contractual or bad faith damages, less deductible), regardless of whether the Loss is settled or paid by the Insurance Company as a result of adjustment, mediation, appraisal, arbitration, or otherwise, on all coverages applicable under the above policy or any other applicable

policy. If no recovery is made for, or on behalf of the CLIENT, CLIENT shall not be obligated to pay ATTORNEY's fees. In the event the LOSS is required to go to appraisal, or appraisal is demanded by either the Insurance Company or the Insured/CLIENT, the CLIENT hereby agrees to an additional 10% of the amount paid of the collectible LOSS or damage recovered by the attorney as the Attorney's fee.

- B. Client hereby authorizes ATTORNEY to file suit against CLIENT'S insurance company should they deny, reject, or under-pay CLIENTS claim. If CLIENT prevails in the litigation, and a judgment by any court is entered in the CLIENT'S favor, under Florida law, CLIENT is entitled to court-awarded fees and costs pursuant to Florida Statute §627.428. If the payment of attorney's fees is required to be determined by the Court, or if settlement is achieved via negotiations with the insurance company, ATTORNEY shall be entitled to receive all of such attorney's fees, including any and all contingency risk factor multipliers awarded by the Court. If a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its negotiated fees.

Florida Statute §627.428(1) states, "Upon the rendition of a judgment or decree by any of the courts of this state against an insurer and in favor of any named or omnibus insured or the named beneficiary under a policy or contract executed by the insurer, the trial court or, in the event of an appeal in which the insured or beneficiary prevails, the appellate court shall adjudge or decree against the insurer and in factor of the insured or beneficiary, a reasonable sum as fees or compensation for the insured's or beneficiary's attorney prosecuting the suit in which the recovery is had." In the Rare circumstances that incurred costs are not recoverable, CLIENT agrees to pay Costs incurred by ATTORNEY for investigating and/or prosecuting the case out of any recovery received. Costs will be deducted from any recovery after deducting attorneys' fees and before any other distribution. The term "recovery" includes any award resulting



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from a settlement, trial, and/or appeal. The term "costs," include, but is not limited to such items as photographs, filing fees, service of summonses and subpoenas, appearance of court reporters, transcripts, investigative expenses, interest on case development, loans for client, expert witness fees, fees for expert conferences and other court/case/litigation costs. At the time this claim is closed, an accounting will be made for all distributions in the case, including costs, expenses, and attorney's fees.

- C. It is understood that if the Client has retained the services of a third party Public Adjuster, that any fee owed to said adjuster will be separate and apart from the agreement contained herein, unless a release from the public adjuster is obtained.
- D. In the event that this contract is terminated by the CLIENT without legal cause before the agreement to settle with this insurance company is made, and CLIENT settles the claim personally and/or through other counsel, the CLIENT agrees to compensate the ATTORNEY the ATTORNEY'S fees as computed in accordance with the terms of this agreement based upon the final recovery realized or received by the CLIENT in such settlement; or that amount determined to be a reasonable fee by the Court of Competent Jurisdiction. The ATTORNEY shall have a general lien to recover the Attorney's fees and costs pursuant to Florida Statute §627.428. The ATTORNEY shall not in any way, be obligated to waive his Attorney's fee lien until his Attorney's fees and any and all disbursements made upon the CLIENT'S behalf have been fully paid. The ATTORNEY shall not be liable to the CLIENT in any way whatsoever for any loss the CLIENT may incur or suffer because of the ATTORNEY'S exercising his Attorney's lien in order to secure full payment of his legal fees and costs, expenses and disbursements under this agreement.
- E. **Notice to Insured: PURSUANT TO FLORIDA STATUTE §817.234, ANY PERSON WHO, WITH THE INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER OR INSURED, PREPARED, PRESENTS, OR CAUSES TO BE PRESENTED A PROOF OF LOSS OR ESTIMATE OF COST OR REPAIR OF DAMAGE PROPERTY IN SUPPORT OF A CLAIM**



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UNDER AN INSURANCE POLICY KNOWING THAT THE PROOF OF LOSS OR ESTIMATE OF CLAIM OR REPAIRS CONTAINS ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION CONCERNING ANY FACT OR THING MATERIAL TO THE CLAIM, COMMITS A FELONY OF THE THIRD DEGREE PUNISHABLE AS PROVIDED IN FLORIDA STATUTES §775.082, §775.083 OR §775.084.

CLIENT ACKNOWLEDGES THAT ATTORNEY IS NOT LIABLE OR RESPONSIBLE FOR ANY MISREPRESENTATION(S) OR CONCEALMENT(S) MADE BY THE CLIENT OR ITS AGENTS, OR FOR ANY CONSEQUENCES THAT MAY RESULT FROM SAID MISREPRESENTATION(S) OR CONCEALMENT(S).

3. Client authorizes ATTORNEY to take any other steps as it deems, in its discretion, necessary to investigate, evaluate, and prosecute CLIENT'S claim.
4. Client authorizes ATTORNEY to retain and employ on CLIENT'S behalf, and in CLIENT'S name, the services of any accountant, consultant, or other expert ATTORNEY deems, in its discretion, is necessary to investigate, evaluate, and prosecute CLIENT'S claim. CLIENT acknowledges that ATTORNEY may require the use of expert services including, but not limited to, a loss consultant, engineer, general contractor, plumber, roofer, or other contractor or expert to properly prosecute CLIENT'S claim. ATTORNEY may be required to pay such costs upfront or at the close of the case. All such costs are to be reimbursed in accordance with paragraph 2.D. above.
5. At any stage of the proceedings, ATTORNEY may retain and employ, in CLIENT's name, the services of any additional attorneys who, in ATTORNEY'S judgment, may assist them in preparation, investigation, or prosecution of CLIENT'S claim. In the event additional attorneys are employed on CLIENT'S behalf, the employment shall be on the terms and conditions within the sole discretion of ATTORNEY, so long as the nature and extent of CLIENT'S obligation to pay attorney fees is not changed.
6. ATTORNEY is authorized, on CLIENT'S behalf to execute any and all documents, including pleadings, stipulations, and agreements, as it may become necessary to investigate, evaluate, and prosecute CLIENT'S Claim.



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- 7. CLIENT authorizes and gives Power of Attorney to endorse CLIENT'S name for the purpose of depositing settlement draft(s) into MOONEERAM + SERRES + VIVANCO, P.A.'s, Trust Account for disbursement in accordance with the Closing Statement referenced in paragraph 2.D.
- 8. CLIENT understands that if there is a mortgage on the property, the Mortgagee has a right to be a payee and appear on any insurance check(s) for any monies paid/recovered as a result of the claim.
- 9. This retainer agreement contains the entire understanding between CLIENT and ATTORNEY and there are no other agreements, promises or undertakings between them except as set forth herein. CLIENT acknowledges having received a copy of the Contingent Fee Retainer Agreement. Client agrees that ATTORNEY is accepting this engagement on the understanding that ATTORNEY'S representation of CLIENT will not preclude ATTORNEY from accepting any other engagement(s) from any existing or new CLIENT provided that (i) such engagement is not substantially related to the subject matter of any services provided to CLIENT, and (ii) in accepting such other engagement(s), ATTORNEY would not impair the confidentiality or proprietary, sensitive or otherwise confidential communications made to ATTORNEY by CLIENT.

CLIENT PRINTED NAME

CLIENT PRINTED NAME

CLIENT SIGNATURE

CLIENT SIGNATURE

DATE

DATE