

The Family Visa Center.

1284 A Timberlane Road
Tallahassee, FL 32312
1-800-645-7029

Attorney's Fee Agreement

This agreement, made on 4/14/2008, at Tallahassee, Florida, by and between:

Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Home phone: (____) _____
Work phone: (____) _____
Cell phone: (____) _____
E-mail address _____
Fax : (____) _____

hereinafter referred to as "**Client**" and The Family Visa Center, Inc., hereinafter referred to as "**Attorney**".

STATEMENT AND SUBJECT OF EMPLOYMENT

Client, in consideration of services to be rendered by Attorney to Client, employs Attorney to represent him/her as legal counsel in connection with:

- () **Prepare petition for K1 visa. Includes filing for domestic approval, work through National Visa Center, and assistance with Embassy. Research, write, and otherwise Prepare Memorandum of Law in support of the case at no additional charge based in client's information regarding the facts of the case. Review, organize and submit evidence in support of the case.**
- () **Prepare petition for K-3 visa. Includes filing through National Visa Center. Organize and submit evidence in support of the case.**
- () **Prepare petition and subsequent Adjustment of Status (i.e. Green Card) via family –based petition and subsequent I485 application to adjust status to that of a Green Card holder. Prepare Work Authorization if applicable. Organize and submit evidence in support of the case.**
- () **Prepare Citizenship case for client. Prepare all government forms as required.**
- () **Other : Preparation of waiver of inadmissibility and supporting memorandum of law based on criminal conviction, unlawful presence or other basis of potential ineligibility**

1. FEES

Client agrees to pay attorney as follows:

Total Attorney's fee is \$_____. Please Note: **Attorney's Fees are non-refundable.** This firm handles only a limited number of cases and routinely turns away work when we feel we are at capacity.

Government Filing Fees will be paid by client separately and are not included in our fee for legal services

Client will pay _____ as down payment with monthly payments of _____ due on the 15th of each month until total fee is satisfied. **NOTE: No interest is charged unless client defaults on monthly payment wherein 18% per annum interest will apply to balance. Balance is due in entirety upon default.**

2. **POWER OF ATTORNEY**

Client hereby provides to Attorney his/her power of attorney to file such legal action(s) as may be advisable, to execute all documents connected with Client's case including settlement agreements, releases, dismissals, orders, and all other documents that Client could properly execute.

3. **SUBSTITUTION OR WITHDRAWAL OF ATTORNEY**

Should Client discharge Attorney or attorney withdraw prior to case conclusion, or change their mind on pursuing a case, all payments made will be non-refundable, and any anticipatory work created is billable. The reason for this is that we will waive other work and begin on your case immediately in order to complete in 10 days. We only accept as much work as we can conduct in order to meet this strict deadline and work is routinely turned away.

4. **CONFLICT OF INTEREST REPRESENTATION**

In filing an immigration case, we have to necessarily represent both parties such as the employer and employee or husband and wife. Both parties waive any conflict of interest issues that may arise.

5. **FEE DISPUTES & ENTIRE AGREEMENT**

Any fee disputes in this matter will be settled by binding arbitration only, not litigation of any nature. Collection matters may be referred to a collection agency by Attorney. This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties, unless made in writing and signed (not initialed) by both parties. If any provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire contract will be binding. This contract will be interpreted in accordance with Florida law and the forum and venue for any dispute shall be Tallahassee, Florida.

7. **FAVORABLE OUTCOME NOT GUARANTEED**

Client acknowledges that Attorney has made NO GUARANTEES regarding the successful conclusion of this matter. Although we will do everything we can to win your case, we cannot control the U.S. government. We will, however, put our best efforts towards winning your case. On appeals, please note there is no law that states a person may remain in the U.S. pending the outcome of a visa appeal. If you choose to remain you may be subject to the three or ten-year bars or permanent bars for working without authorization and you realize this is a risk you bear and we are not responsible for.

Please contact us before you travel outside the U.S. for ANY case we are preparing as there may be risks associated with travel.

This agreement can only be modified by creation of a new written agreement and any oral modification is of no force or effect.

I HAVE READ, UNDERSTAND AND AGREE TO EACH OF THE PARAGRAPHS ABOVE.

CLIENT (signature) : _____

DATED _____ **2008**

Accepted on behalf of The Family Visa Center:

Attorney Signature: _____

DATED _____ **2008**