

David **G**OLDEN P.A. LAW OFFICES

903 SE Central Parkway
Stuart, FL 34994
(772) 220-4400
FAX (772) 220-1011

306 NW 4th Street
Okeechobee, FL 34972
(863) 220-4400
FAX (772) 220-1011

540 NW University Blvd.
Suite 207
Port St. Lucie, FL 34986
(772) 220-4400

601 21st Street
Suite 320
Vero Beach, FL 32960
772-220-4400

E-mail: davidgoldenpa@aol.com

ATTORNEY'S CRIMINAL CASE FEE AGREEMENT

This is an agreement made and entered into at Stuart, Florida, by and between, _____, hereinafter referred to as Third Party, and DAVID GOLDEN, hereinafter referred to as Attorney, for legal representation on behalf of Third Party's _____.

1. Third Party hereby retains Attorney to represent _____, Defendant, for the following offenses in connection with _____ County case number: TBA.

- A. (First Charge)
- B. (Second Charge, if applicable)
- C. (Third Charge, if applicable)

2. In consideration of legal services rendered and/or to be rendered by Attorney on behalf of Defendant in connection with said criminal case, Third Party agrees to pay Attorney a retainer in the amount of \$_____ .00 **payable upon execution of this agreement.**

Client understands that this is a criminal matter and the attorney does not bill by the hour. No time sheets are kept. Early resolutions or termination of representation by client or attorney will not result in a refund or cause for an accounting of time by attorney.

Minimum Retainer attorney fees for representation of Defendant through one trial on the above charges, up to the date of (1) dismissal, (2) compromise, (3) disposal without trial, (4) sentencing, or (5) filing of Notice of Appeal. Third Party agrees to a full and complete discharge of Attorney as of entry of the (1) order of dismissal, (2) compromise, (3) disposal without trial, (4) pronouncement of sentence, or (5) filing of Notice of Appeal. Compromise or disposal without trial includes, but is not limited to, any of the following:

- a. Inability of the jury to reach a verdict where the case is tried by jury (hung jury);
- b. Declaration of a mistrial;
- c. Granting of a Motion for New Trial;
- d. Granting of probation with the imposition of sentence; or
- e. Ordering of commitment by the Court without the imposition of sentence.

3. In addition to the above fee/property, Third Party acknowledges that certain reasonable expenses necessary to the preparation and trial of the above charges may be incurred

by Attorney, including but not limited to, investigation, preparation of exhibits, fees for expert witnesses, travel and transcript fees. Third Party expressly authorized Attorney to expend monies for costs at Third Party's expense in the amount of \$ 0 at Attorney's discretion and Attorney agrees to notify Third Party, either verbally or in writing, before any of the above expenses in excess of the amount already authorized are incurred, and Third Party shall have the right to approve their incurrence. Attorney reserves the right, however, to withdraw from the case if, in Attorney's judgment, the failure by Third Party to approve the expense would unduly hamper the adequate preparation for trial. All reasonable expenses incurred by Attorney in the preparation for pretrial proceedings or the trial of the above charges, when approved in advance by Third Party, are to be reimbursed within fifteen (15) days of incurrence or paid directly by Third Party.

4. In addition to fees and costs described in paragraphs 2 and 3 above, Third Party agrees to pay Attorney a trial expense fee of \$.00. For purposes of this paragraph, trial shall be deemed to begin at the start of Jury Selection and any full day or part day shall be considered a day of trial.

5. The fee set forth in paragraph 2 above shall remain the same whether or not the case is disposed of by trial.

6. Attorney reserves the right to associate other counsel for the purpose of motions or trial at no additional expense to Third Party.

7. The nature and extent of the legal services to be rendered hereunder shall be at the Attorney's sole discretion.

8. Attorney makes no guarantees of success regarding the outcome of the above case, and Third Party acknowledges that Attorney's expressions relating thereto are of opinion only.

9. This Agreement expresses the full and complete understanding of the parties and may be amended only by a writing subscribed to by both Attorney and Third Party.

10. I consent to destruction of my entire file at any time after the completion of my court case, or within the minimum time period allowed under the rules regulating the Florida Bar, whichever is later.

DATED this _____ th day of _____, 2018.

DAVID GOLDEN, Attorney
903 SE Central Parkway
Stuart, FL 34994
(772) 220-4400

_____, Third Party

() _____

_____, Client

()