



141 Taylor Street
Post Office Box 1256
Rutherfordton, NC 28139

Sarah R. Ziomek *
Allyson S. Shroyer **

* Certified Superior Court Mediator
** Certified Family Financial Mediator

Telephone: (828) 475-8800

Facsimile: (828) 319-2077

website address:
www.rutherfordlegal.com

CLIENT RETAINER AGREEMENT FOR TRAFFIC MATTERS

Client Name: _____

Court date: _____

Charges: _____

If you would like for our firm to represent you in these matters you will need to :

1. Remit \$150.00 to **Ziomek & Shroyer, PLLC** NO LATER than 10 days prior to your court date. We accept cashier's check and money orders through the mail. Cash payments should be made in person at our office at 141 Taylor Street, Rutherfordton, NC. Credit card payments can be taken over the phone or online with link provided in our cover letter.

2. Please complete and return this form along with your payment.

NOTE: The above represents the attorney's fee earned immediately upon payment of the retainer. **Any court costs or fines associated with your case will be your responsibility** and should be paid directly to the Rutherford County Clerk of Court. You should be prepared to pay the estimated amount of your costs and fines on your court date. Your attorney will discuss these estimated costs and fines with you before your court date, but can not provide you with an exact amount until your matter is disposed.

LIMITATION OF REPRESENTATION

Representation is limited to this matter only and does not extend beyond the scope of this particular traffic matter. The attorney-client relationship DOES NOT exist until the Attorney receives the above fees and a signed copy of this agreement. Attorney reserves the right to associate other counsel at no additional expense to the client for any purpose. Attorney's obligations to client are discharged upon the plea and/or disposition of client's case.

FEES/SCOPE OF REPRESENTATION

This retainer is for one (1) court appearance (and one additional appearance if Attorney opts to continue the court date for the best interest of the client) in Rutherford County and for no more than two(2) cases

scheduled on the same day. Any additional court appearances will be billed to you separately at a rate of \$125.00 per appearance. Retainer does not include cases where client has charges for, driving while intoxicated, driving while under the influence, driving with a revoked or no operator's license, or has a commercial driver's license (CDL). **The attorney's fee is immediately earned upon receipt and for the purpose of ensuring the attorney's availability to handle the Client's case.**

WAIVER

Client agrees to waive appearance in court on the above referenced matters, **as and when permitted by law.** Attorney will appear in court on behalf of Client and has full discretion to resolve these matters in a way that the Attorney believes, in her sole discretion, to be in the best interest of the Client. Attached is a waiver for this purpose. Please sign the waiver in front of a Notary and return it to our firm along with this signed Agreement. **Your appearance in court may still be required. Your Attorney will advise you if you need to come to court.**

DOCUMENTS

Client shall deliver all necessary documents and information requested by Attorney no less than two business days before the client's scheduled court date.

OUTCOME

Attorney will use best efforts to obtain results to assist client with their driving record, including a reduction of existing charges. Attorney does not guarantee any result, including the dismissal of any or all charges.

RECORDS

Client is responsible for obtaining and providing to Attorney any out-of-state driving or criminal records, **before** the client's court date.

If you understand and agree to the terms set forth above, please sign and date below and remit the funds, the signed copy of this letter, and any additional relevant information to our firm.

AGREED TO THIS _____
day of _____, 20__.

Print Client Name: _____

Client Signature: _____

Client Address, Phone, Email: _____

