

## **Model Retainer Agreement**

### **Why you need this Model Retainer Agreement:**

Many clients don't like to pay their legal bills and without having measures in place to ensure payments, law firms can run into huge headaches. One best practice is to lay out your billing arrangements and hourly fees charged by partners, associates, and paralegals in your retainer agreement.

### **How this Model Retainer Agreement helps you:**

Use this Model Retainer Agreement to clearly show your clients what services they are being billed for. The more specific you are, the fewer questions you will receive.

### **How to use this Model Retainer Agreement:**

No two practices are the same, so modify this Model Retainer Agreement based on your circumstances. Do NOT have your client sign the Retainer Agreement on the first visit. Instead, have him or her take the agreement home to carefully read before returning the signed form to your office.

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## **Model Employee Social Networking Policy**

### **MODEL**

#### **CONTRACT FOR LEGAL SERVICES**

I, \_\_\_\_\_ (“the client”), the undersigned, do hereby retain and employ LAW FIRM (“the firm”) as my attorneys to provide legal services with respect only to \_\_\_\_\_. This representation does NOT include any related tort, civil, or criminal claims not expressly described above. I hereby acknowledge that I understand there may be a limitations period that applies to any such related matter(s). Therefore, time may be of the essence, and I understand that I should contact another attorney soon to ensure that I do not lose valuable legal rights if I wish to pursue any such matter.

I understand and agree that I employ the firm, and that the firm may associate other attorneys at its discretion, as long as the association is timely disclosed to me, and I do not timely object, and that employment is accepted by the firm, upon the following terms and conditions.

- 1. Cancellation:** This contract is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. It may be canceled by written notification to the firm at any time within three business days of the date of signature. If canceled within three days, there is no fee due, other than for the initial consultation, and for any services already performed by the firm. The client is obligated to repay any money reasonably spent by the firm on his/her behalf upon such cancellation.
- 2. Non-refundable retainer:** Receipt from the client of an initial non-refundable retainer and minimum fee of \$10,000. This retainer will be applied to the final invoice. The client hereby acknowledges and agrees that this non-refundable retainer is reasonable.
- 3. Refurbishing retainer:** There is no additional retainer. The client will pay the invoiced amount monthly within thirty days of being invoiced.
- 4. Attorney’s fees based upon time expended:** Employment of the firm to handle this matter is on an hourly basis. The client will pay the firm a reasonable attorney’s fee based principally upon the time involved and at a rate of \$450 per hour for partners, \$200-300 per hour for associates, \$300 per hour for consulting attorneys, and \$150 per hour for law clerks, paralegals, and other legal assistants. The client understands and agrees that this is an hourly rate that includes time spent on, among other things: phone calls; preparation of letters, e-mails, and pleadings; discovery; client and other office conferences; and travel to, preparation for, and attendance at court hearings, mediations,

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and settlement conferences. The client understands that it is the firm's practice to compute not less than one-tenth of an hour for each service rendered, including each telephone call, no matter how short its duration.

These rates change periodically. If the rates increase during the course of representation, the firm will so advise the client in writing 30 days in advance of implementation of a rate increase, and this contract will be governed by the new hourly rates.

The client acknowledges that the firm has fully explained the basis of computing its compensation, and that the firm's compensation is based upon, among other factors: the time and labor involved; the novelty or difficulty of the issues presented; the results obtained; the time limitations imposed by this representation; and the reputation, experience, and ability of the firm in performing this type of service. The client understands that the primary factor in determining the cost of a case is both parties' willingness to compromise and to settle issues. Based upon information provided by the client at the initial consultation, the firm may have estimated the fees necessary to conclude this matter; however, this estimate may vary greatly from the final total and is in no way a limitation on the potential charges.

#### **CREDIT CARD**

The client will pay the firm's monthly invoice for legal services and costs by credit card:

\_\_\_ Visa      \_\_\_ MasterCard

\_\_\_\_\_  
Printed Name on Card

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
CVT2 Code (last three digits on back of card, by signature)

Cardholder Billing Address \_\_\_\_\_

If the credit card identified above is denied for any reason, the client will provide another valid credit card to which the firm may bill its invoices, or this agreement is deemed breached.

5. **Costs:** The client agrees to pay all costs expended by the firm on the client's behalf, including but not limited to office costs, court costs, costs of experts, transcripts, and travel

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expenses.

The client agrees to pay all costs, necessary disbursements, and reasonable personal and travel expenses that are expended by the firm for or on behalf of the client, and in connection with the client's cause. In the event that the firm advances such funds, the client shall reimburse the firm, and such funds will not be credited against the initial non-refundable retainer, if any. The client and the firm will confer to evaluate and assess what, if any, cost deposit is necessary to proceed. Should the client decline to advance any additional costs and the firm is thereby required to withdraw, the firm shall be entitled to retain fees from any monies received from the client. In the event that there exists an unpaid charge for legal services rendered by the firm to the client by the affixation of signature(s) hereto, the client expressly agrees to the application of any unexpended amounts in the firm's trust account (cost deposit account) to the payment of unpaid legal fees.

The client agrees to pay necessary expenses and disbursements separately as they are incurred and/or made by the firm. Expenses and disbursements may include, but shall not be limited to: fees for private investigators, expert witnesses, and court reporter transcripts; travel expenses for attorneys and investigators; and any and all other expenses that the firm considers reasonable and necessary for the proper litigation of this action. The firm will charge a periodic administrative overhead fee, in lieu of billing for in-house copies, regular postage, incoming/outgoing facsimiles, long distance phone charges, and other minor incidentals.

6. **Bills:** Invoices are usually prepared on a monthly basis. The client agrees to review bills and promptly state, within fifteen days, in writing, any objections or dispute as to the fees or costs charged and the amount owed. All unpaid bills for costs and/or for professional fees shall bear interest at a rate of 18% per annum after thirty days.

7. **Unpaid fees:** It is clearly understood that all outstanding fees must be paid 30 days prior to the final hearing in the client's cause. In the event that fees are not paid within 30 days of being invoiced, and a mutually agreeable payment schedule is not made, in writing, and thereafter adhered to, the client agrees to bear the costs of collection, including reasonable attorney's fees, costs, and any other expenses, losses, charges, and damages incurred in the protection and enforcement of this agreement, whether or not a civil action is actually filed, and up through and including appeal. In the event of a legal action or other proceeding arising under this agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs due to it.

The parties recognize that the firm shall be entitled to an attorney's fee under this paragraph whether or not the firm retains an attorney outside the firm to represent it,

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because of the opportunity costs that will be involved in having to enforce this agreement, and hereby agree that a reasonable fee is the fee which would be due under the terms set out in ¶ 4, above.

Further, the reasonable costs that the prevailing party shall be entitled to recover shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, trial, or an evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

The client and the firm waive the right to a jury trial in any action related to either collection of payments due or services rendered under this agreement.

### **CHARGING LIEN**

**The client specifically agrees that the firm shall have and is hereby granted all general, possessory, and retaining liens, and all equitable, special, and attorney's charging liens as permitted by law upon the client's interest in all real, personal, and intangible property, monies, including lump sum or periodic alimony, assets, and other things of value that are recovered, obtained, preserved, or protected for the client in this litigation, for any balance due, owing, and unpaid. Such lien(s) shall relate back to the date hereof and shall be superior in dignity to any other lien subsequent to the date hereof, and are subject to statutory interest. The client expressly acknowledges that s/he intends to waive any homeowner's exemption in such property to which s/he might otherwise be entitled, by execution of a separate mortgage agreement in favor of the firm, and expressly consents to this lien on any such property, and on any other equitable distribution to which s/he may be entitled. Furthermore, the client expressly agrees that s/he is hereby waiving any objection or defense s/he may have, including but not limited to "head of family" under Florida Statute § 222.11, to the enforcement of such a charging lien, or any other judgment for fees in favor of the firm, against any payment of alimony, of future wages, and/or of disposable earnings to which s/he may be entitled.**

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Especially in the event that the firm is discharged or withdraws as the client's counsel before completion of this litigation, the client confirms that the firm is entitled to file a *lis pendens*, to obtain an order protecting its right to a charging lien, and to have the amount of its fee and the costs incurred, including any fees and costs expended in withdrawing and enforcing this agreement, determined in the same action before the suit is dismissed or otherwise concluded.

The firm confirms that it shall not seek an order confirming its right to a charging lien unless and until the client has failed to make a payment as required under this agreement. The client acknowledges that s/he has received timely notice of the firm's intent to pursue the charging lien upon the client's delinquency in payment or the firm's withdrawal from representation.

The client hereby agrees that the charging lien will follow any property recovered, obtained, preserved, or protected for the client in this litigation, whether the dispute is settled or tried by the parties. In the event of a settlement, however, the client acknowledges that s/he is obliged to notify the firm of any proposed settlement agreement.

#### **WAGE ASSIGNMENT**

If the client executes a voluntary wage assignment in favor of the firm, the client acknowledges that such assignment does not constitute an election of remedies and that the firm continues to be entitled to any and all of its legal and contractual rights to pursue payment, including its right to impose a charging lien on the client's assets.

#### **RETAINING LIEN**

The client agrees that, so long as the client owes the firm payment, the firm is entitled to retain possession of the client's papers, money, or other property of the client in the firm's possession, until the fees and/or costs are paid. Should the client request that the firm release possession of the file or other property, then the client shall make adequate arrangements for payment of the fees and/or costs owed or for the posting of adequate security, and the firm shall have absolute discretion to determine the adequacy of the arrangements or security.

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## **INSOLVENCY**

**The client acknowledges that s/he is insolvent at this time, i.e. that his/her debts are greater than his/her assets, and/or that his/her monthly income is greater than his/her monthly expenses. Therefore, in exchange for the firm's agreement to undertake his/her legal representation, the client agrees that any and all monies that shall be owed to the firm shall not be dischargeable in any bankruptcy proceeding or otherwise, and specifically that such a debt is non-dischargeable under Bankruptcy Code § 523. For this reason, the client hereby waives the dischargeability of any outstanding fees and/or costs. The client agrees that the firm may file a copy of this retainer contract as evidence of that waiver, in the event that the client is involved as a debtor in any bankruptcy proceeding.**

8. **Collaborative Process.** In the event that the representation becomes collaborative, the provisions in this subsection (the "Collaborative Section") will apply. If there is a conflict between the other terms of this agreement and the terms of the collaborative section, the terms of this Collaborative Section will govern.

Upon the execution of the collaborative participation agreement (a separate document from this agreement), the firm's representation will be limited to the collaborative process. Accordingly, no court hearings will be set other than those necessary to enter agreed orders and final judgments. If you and the other party are unable to reach an agreement, or one of you files a contested pleading or motion with the court, then the firm must withdraw from this representation pursuant to the terms of the collaborative participation agreement.

Moreover, you acknowledge that the firm reserves the right to withdraw for the following reasons, which are in addition to the reasons for withdrawal outlined elsewhere in this agreement: (i) you use delay to gain an advantage in the collaborative process; (ii) you persistently refuse to follow through on commitments; or (iii) you insist on using direct or implicit threats to gain advantage in the collaborative process.

You acknowledge that the firm has a right and potentially a duty to terminate the collaborative process if you engage in any of the following behaviors and persist in doing so after counseling by the firm: (i) you refuse to disclose information, including the existence of documents, which in the firm's judgment must be provided to the other party or any member of the collaborative team; (ii) you answer dishonestly to any inquiry made by the other party or member of the collaborative team; (iii) you take an action that results in compromising the integrity of the process; or (iv) you fail or refuse to take an action which

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failure or refusal compromises the integrity of the process.

Under any of these circumstances, if you refuse to terminate the collaborative process, you authorize the firm to terminate the collaborative process on your behalf by written notice to the other party, the collaborative team, and the Court. The firm's right and/or duty to terminate the collaborative process and notify the other participants and the Court survives your request that the firm withdraw and/or your termination of the firm's services.

9. **Disclaimer.** From time to time during the course of the client's representation, the firm may express an opinion concerning the outcome of the litigation or a particular claim, defense, or course of action. Client acknowledges, however, that litigation is an uncertain business, that the firm does not and cannot assure or warrant any particular result, and that any statement made by an employee of the firm regarding an anticipated outcome is merely an opinion based on information available at the time and not a promise of the outcome.

### **WE CAN NEVER GUARANTEE AN OUTCOME!**

Therefore, nothing in this agreement or in the firm's statements shall be construed as a promise or guarantee of the result of the case. The outcome of litigation is dependent upon the decisions of other parties, changing discovery of facts or opinions, and countless other variables. The client also understands that, in the event of losing the case, or in a suit for dissolution of marriage, there may be a judgment against the client for the opposing party's court costs and/or attorney's fees.

The client understands that the firm will not take a legal position that is not supported by material fact, and that any material fact provided by the client must be supported by testimony or other independent evidence. In the event that the client wishes the firm to argue for an extension, modification, or reversal of existing law or any other similar attempt to establish new law, the client agrees to indemnify and hold the firm harmless for any attorney's fees that may be awarded to the opposing party, pursuant to Florida Statute § 57.105 or otherwise.

### **DISSOLUTION OF MARRIAGE**

In a suit for dissolution of marriage, this acknowledges that the firm has advised the client that s/he may wish to consider changing his/her last will and testament, as well as any trust instruments. This will also acknowledge that, because any settlement in this matter will likely include the exchange of general releases, the firm has suggested that the client have an AIDS or other STD test, should s/he believe that the opposing party has committed any marital infidelity, and that the client has agreed to bring any positive results to the

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firm's attention.

Further, should the client question whether he is the biological father of the child(ren) born during this marriage, under current law, he acknowledges that he must raise that claim during the dissolution of marriage. Failure to do so will bar a future challenge of paternity.

The firm has also recommended that the client discuss with his/her tax specialist whether it is advisable to file an "Innocent Spouse" election, in the event that s/he has filed a joint return with the opposing party, as well as any other tax issues relevant to payment or receipt of alimony, child support, and/or equitable distribution.

Finally, although it may seem far-fetched, because the opposing party may go through the client's garbage looking for information, the firm has advised the client to take care not to discard documents at his/her home that s/he does not wish the opposing party to see.

### **LEGAL MALPRACTICE**

In a legal malpractice case, the client agrees and understands that it is not cost effective to pursue uninsured or underinsured lawyer-defendants with small "self-liquidating" insurance policies. Thus, to the extent that this is a problem, then the client agrees to settle within the insurance limits projected to be available after trial, or for a nominal amount, if any, with a lawyer-defendant who is or becomes uninsured.

10. **Documents:** The firm will copy the client with all documents received or produced by the firm with respect to the client's case. The client agrees to review these documents as they are received and to ask any questions s/he may have promptly. In this manner, the firm ensures that the client is aware of the status of his/her case, and that the client has a duplicate file to that which the firm maintains. The firm will always copy any original documents and return them to the client. The firm never retains originals. When the client's matter is resolved and closed, the firm's file will be scanned and shredded.

11. **Payment by opposing party:** In the event that payment of all or part of the reasonable attorney's fee or costs is made by the adverse party pursuant to agreement or court order, such payment shall be credited to any outstanding amount due, and any balance shall thereafter be reimbursed to the client. However, this clause is not to be construed as a waiver of the client's obligation to pay the attorney's fees and/or costs him or herself.

The client hereby assigns to the firm any right to proceed against the opposing party, whether before or after final judgment, to recover attorney's fees to the extent that the client would be entitled to recover same from the opposing party, and to the extent that the client owes fees and costs to the firm.

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12. **Withdrawal:** The client understands and agrees that if the firm determines at some later date that his/her claim or defense should not or cannot reasonably be pursued by the firm, the firm may notify the client of this decision in writing and withdraw as his/her attorneys. The firm shall have the right to withdraw from the client's cause if client fails to, among other things, 1) make payments as required by this agreement; 2) disclose material facts; 3) follow advice rendered; and/or 4) attend conferences, depositions, and/or hearings.

13. **Termination:** In the event that the services of the firm are terminated, no earned part of the fee paid at the time of termination shall be returned. If it develops that the firm cannot represent the client because of an ethical consideration or some other reason, the firm will return such portion of the fee already paid that exceeds the services rendered. The client understands that the scope of representation excludes objectives or means that the firm regards as repugnant or imprudent.

14. **Warranties:** The firm makes no representations or warranties concerning the successful termination of the client's cause. The client understands that any statement of the firm on these matters is a statement of opinion only. It is further understood and agreed that the firm has made no promises to the client or to any other person with regard to the outcome of this case, except that it has promised to render its best professional skill in the matter.

15. **Personal Guaranty:** The undersigned, signing as the client, or on behalf of the client, personally guarantees the performance of the client's obligations under the terms of this agreement.

16. **Fee indemnification:** The client hereby agrees to indemnify the firm for any and all attorney's fee and/or cost awards issued against the firm and/or an individual attorney employed by the firm that arise from the firm's representation of the client. In the event that the firm is assessed monetary sanctions for the client's failure to cooperate and/or comply with the requirements of mandatory disclosure, the client agrees that such sanctions shall be added to client's invoice as a billable cost, collectible by any means, as set forth herein.

17. **Appeals.** Appeals are subject to a separate fee arrangement. Any appeal, post judgment, or enforcement proceeding subsequent to the final judgment shall be the subject of a separate fee agreement.

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18. **Cooperation:** The client shall not discuss the subject matter of the cause described above with anyone, other than employees of the firm, without the firm's express permission. The firm is the chief legal counsel in this matter and has the final decision on all legal questions pertaining to it. The client shall: 1) follow the advice and instructions of the firm; 2) cooperate fully with the firm in the handling of the case; 3) act in connection with the cause only through the firm; and 4) avoid all acts that are illegal, immoral, or unethical, or that might jeopardize the cause.

19. **Failure to comply:** The client consents to the firm's withdrawal from the client's cause, as described in the opening paragraph of this contract, and from all services in connection with this contract, in the event that the client fails to comply with any of the terms of this contract. Thus, the client's failure to comply with any term of this agreement is tantamount to termination of it.

20. **Other matters:** Payment of the above-mentioned fees does not obligate the firm to represent the client or any other party or entity in any other matter or case other than the matters described in the opening paragraph of this contract.

21. **Conflicts:** The firm represents to the client that its professional loyalty and legal duty is to no person, entity, or cause other than the client; the client represents to the firm that he/she is fully satisfied with the firm's independence as stated herein and is aware of no conflict of interest, actual or perceived, which may impair that independence.

22. **Whole agreement:** This contract, including any addenda hereto (e.g., a mortgage agreement; a voluntary wage assignment agreement; and/or a waiver of the head-of-household exemption) represents the entire agreement between the firm and the client. There are no promises, terms, conditions, or obligations, other than those contained herein; this contract supersedes all previous communications, representations, or agreements, either verbal or written, between the firm and the client.

This is a binding contract. Before signing, please read it carefully and ensure that you understand it. If there is anything that you do not understand, ask us to explain it or consult with another lawyer before signing it.

The client has read and understands all conditions of this agreement and agrees to all of its terms. The client subscribes to and is liable to the firm to comply with the terms of this contract. The client's signature below represents his/her consent to its terms. Please return the signed original and retain a copy for your records.

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DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ at Tampa, Florida.

\_\_\_\_\_  
Client (signature)

\_\_\_\_\_  
Client (printed name)

**PAYOR EXECUTION**  
**DO NOT SIGN BELOW IF YOU ARE THE CLIENT**

I agree to be bound by the terms of this agreement, and to pay for the legal services described herein. In addition, I acknowledge that I am NOT the client described herein, and that the firm will resolve any conflicting instructions received from the client and myself in favor of the client.

\_\_\_\_\_  
Payor (signature)

\_\_\_\_\_  
Payor (printed name)

\_\_\_\_\_  
Payor's Social Security Number

\_\_\_\_\_  
Payor's Driver's License Number

**LAW FIRM EXECUTION**

I accept this cause for representation and the client named, with the express understanding that this contract is conditioned upon receipt of any retainer fee set out above, and upon the client's express waiver of the dischargeability of any fees and/or costs s/he may owe the firm in the event that s/he becomes a debtor in any bankruptcy proceeding.

\_\_\_\_\_  
Esquire  
LAW FIRM

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**ADDENDA TO CONTRACT FOR LEGAL SERVICES**

**WAIVER OF HEAD-OF-HOUSEHOLD EXEMPTION**

IF YOU PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

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Consumer's Signature

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Date Signed

I have fully explained this document to the consumer.

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Creditor's Signature

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Date Signed

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