

JULIO C. CAVERO, P.A.

TENANT INFORMATION SHEET

Dear Client, please answer the questions that apply to **your particular type of eviction** by filling in the appropriate information. You must PRINT your information legibly so that we can prepare your documents for the eviction correctly. Please note that any incorrect and/or incomplete information in your pleadings may lead to a delay in evicting your tenant. To avoid any unnecessary delays, make sure that the information that you provide to us is **CURRENT, COMPLETE and ACCURATE.**

Plaintiff's/Landlord's Information:

Landlord's Full Name: _____

Is the property in the name of anyone but the Landlord ? For example, partnerships, companies or limited liability companies. _____

Property Manager's Full Name (if any): _____

Landlord's/Property Manager's Address: _____

Landlord's Address *for the Notice*: _____

Contact Phone Number: _____

Facsimile (i.e. Fax) Number: _____

E-Mail Address (if applicable): _____

Defendant's/Tenant's Information:

Tenant(s)' Full Name: _____

In what COUNTY does tenant reside: Miami-Dade Broward Palm Beach

Indicate the type of eviction: Residential Commercial

Rental Property's Complete Address: _____

Name of Complex / Building: _____

If Tenant resides within a housing complex such as a planned unit development or a condominium complex, what is the Unit's building number, name or letter ? _____

Security desk number for access purposes: _____

Has the security office of the complex been authorized to allow Agent to enter premises: _____

Does Landlord have to provide written authorization to security office for access purposes: _____

Section 8 (if applicable) YES _____ NO _____

If **Yes**, please provide the address for the corresponding Housing Authority's office: _____

What is the Section 8 portion of the rent: _____

What is the Tenant's portion of the Subsidized Rent under the Section 8 Agreement: _____

Rental Amount (Non-Section 8 TnT)
(**Weekly** / **Monthly** – circle one): _____

What day is the rent due on? _____

Is there is existing "grace period" ? _____

Is there a late fee or penalty ? YES _____ NO _____

If **YES**, how much ? _____

How many months of rent are past due? _____

Please specify the exact month(s): _____

Is there a written Lease ? YES _____ NO _____

If there is a Lease, then please provide a **COPY OF THE LEASE**, as it must be attached to the Complaint. Otherwise, it might be subject to dismissal.

NOTE I: It is critically important that the actual Unit number actually appear on the door or some other visible part of the premises. Thus, if the Unit number is L-15, the door cannot be blank or simply state L or only 15, it must say L-15. The same goes for a house number. Otherwise, the Sheriffs will not be able to do the put out or worse, your case might be delayed due to a dismissal without prejudice or mandatory amendment.

Information regarding the Residential Eviction:

Please state the type of eviction: Three (3) Day Seven (7) Day Fifteen (15) Day
 Section Eight (8)

Other ? YES _____ NO _____

Please explain ? _____

Has Landlord delivered and/or posted any Notices ? YES _____ NO _____

If so, on what date was it delivered and/or posted ? _____

NOTE II : If Landlord has provided a Notice to Tenant(s), then LANDLORD MUST PROVIDE A COPY of it to the attorney, as it must be examined for accuracy and (if statutorily compliant) attached to the Complaint.

How much rent is past due? _____

Is your suit for a **Count I Eviction** for possession only ? YES _____ NO _____

Are you seeking monetary damages under a **Count II Eviction** ? YES _____ NO _____

Are you holding a security deposit ? YES _____ NO _____

If Yes, please state the exact amount that you are holding as a Security Deposit: _____

Are there any dogs on the subject property? _____

NOTE III : TENANTS MAY NOT “LIVE-OUT” THEIR SECURITY DEPOSIT. ONCE THEY VACATE, YOU ARE STILL RESPONSIBLE FOR COMPLYING WITH § 83.49(3) OF THE FLORIDA STATUTES. THIS IS A POST-EVICTION MATTER AND IS NOT COVERED AS PART OF THE EVICTION SERVICES.

NOTE IV : For purposes of an eviction, a tenant’s past due rent **CAN NOT INCLUDE** charges such as fees, penalties, interest, unpaid deposits, etc. It can only be the true net amount of rent that is due, owing and/or outstanding.

RETAINER AGREEMENT

1. You are retaining the attorney referenced herein to represent you in UNCONTESTED EVICTION PROCEEDINGS (seeking possession of the above-referenced unit) without suing for monetary damages (that is, rent and/or any damage to the unit not covered by tenant's deposit). For purposes of this Retainer Agreement, all eviction proceedings are deemed "uncontested" up until the day that a Tenant secures legal representation by an attorney or the matter becomes contested and litigated in court by a pro se litigant. You understand that you have the right to sue the tenant for monetary damages (in addition to possession), but you decline to do so because of extra costs and time associated with a separate count for such damages.

2. You have reviewed all of the documentation (if any) and/or information that you are providing to Julio C. Cavero, Esq. from **Julio C. Cavero, P.A.**, and represent that all of the information on such documentation is true and correct. You agree that you are responsible for any errors in the information presented to **Julio C. Cavero, P.A.**, by you and/or on your behalf. You further agree to indemnify and hold harmless **Julio C. Cavero, P.A.**, its agents and/or assigns for any errors contained in the information that has been presented by you or on your behalf to our office. For purposes of this Agreement, the "attorney referenced herein" shall always be Julio C. Cavero, Esq. or another legal representative that has been designated as an agent by Mr. Cavero.

3. The attorney(s) referenced herein shall review the documentation that you have presented and the eviction pleadings that shall be prepared on your behalf. Said legal services shall be furnished to the undersigned client for a **FLAT FEE OF U.S. \$ 299.00** ("Attorney's Fee for Residential Eviction Proceedings – Count I / Possession Only"). In the event that it is a commercial eviction, the legal services shall be furnished to the undersigned client for a **FLAT FEE OF U.S. \$ 499.00** ("Attorney's Fee for Commercial Eviction Proceedings – Count I / Possession Only"). The pleadings shall be prepared using the information that you presented. Said FLAT FEE shall include all of the following services: one (1) preliminary notice, filing the Complaint, all intermediary pleadings (i.e., Military Affidavit, Motion for Clerk's Default/Final Judgment, Motion to Strike Answer, Court Notices, etcetera) that may need to be filed in the court of competent jurisdiction, the Default Packet and subsequent coordination with the Sheriff's Office to secure the execution of the Writ of Possession. If necessary, the Undersigned Attorney shall also attend ONE (1) Mediation or ONE (1) Hearing; one of which would be included in the above-referenced Attorney Fee. Thus, if the undersigned attends a Hearing and then has to attend Mediation, the client shall be billed for all of the work associated with the Mediation. Naturally, any other court appearances would be billed at the pertinent hourly rate, be it residential or commercial, and in accordance with **Paragraph 4**.

3(a). Please note that if more than one notice is required, THEN EACH ONE SHALL BE BILLED AT \$50.00 EACH. Thus, if there is a contract that calls for "cure-notices" that must be presented upon an alleged Default before any statutory notices may be issued, then Client shall be charged \$50.00 for each notice, above-and-beyond a Three (3), Seven (7) or Fifteen (15) day notice. Demand Letters, if necessary, shall be billed at U.S. \$150.00 per letter.

4. Should there be a need for any court appearances involving litigation on account of a contested eviction in which the Tenant referenced herein *proceeds pro se* or is *represented by counsel*, then there shall be hourly billing. For purposes of this Retainer Agreement, an eviction shall be deemed a "contested eviction" if the *opposing party* opts to litigate the matter to the point that the Undersigned Attorney has to do more work than that which is contemplated in **Paragraph 3**. Pursuant to this Agreement, if a mediation is continued and the parties need to make additional appearances, said mediation shall be deemed as a separate and/or second mediation even though it is a continuation of the first one. If any case goes to trial, it shall be deemed as a contested eviction.

The attorney's fee shall be at the rate of **U.S. \$275.00/hr** for *Residential Evictions* and **U.S. \$350.00/hr.** for *Commercial Evictions* and shall be charged for any and all time spent attending hearings (including travel to and from any destination such as courthouses) trials and/or any other matters before a presiding judge. This would be the case whether the court-related matter is handled in person, telephonically, via skype or any other means of communication. Thus, the attorney's fee shall be charged for any time spent practicing law in order to resolve the matter referenced herein. The practice of law is hereby defined as the form or mode of *proceeding* in

courts of law or equity for the **enforcement** of rights or the redress of wrongs in relation to the matter referenced herein. The form, manner or order of instituting and conducting a suit or other **judicial proceeding**, through its successive stages to its end, and in accordance with the rules and **principles** laid down by Florida law or by the regulations and precedents laid out by the Florida legislature, Florida courts and all administrative branches that work in conjunction with said courts, such as the Administrative Office of the Court and the Sheriff's Department.

4 (a). In the event that funds need to be secured/dispensed from the Registry of the Court, then the Undersigned attorney shall move to do so at the rate of 10% of the funds which are dispensed or U.S. \$160.00; **WHICHEVER IS GREATER**. Once the funds are dispensed to the undersigned legal representative (i.e., Julio C. Cavero, P.A.), the Client referenced herein agrees to allow Mr. Cavero to deposit said disbursement, subtract the 10% or \$160.00 (whichever is greater) and forward the remainder to the Client/Landlord.

5. You acknowledge that **the undersigned attorney has made no guarantees regarding the disposition of the matter for which the attorney is being retained**, as all expressions pertaining to it are only well founded legal opinions, but opinions nonetheless. If you have previously retained other counsel, then you hereby represent to Julio C. Cavero, Esq. of Julio C. Cavero, P.A., that as of the date that this Agreement is signed, that said prior counsel has been effectively discharged, and is no longer representing you in the matter covered by this Agreement.

6. **RESIDENTIAL**: In order to begin to process a residential eviction, the Landlord may submit a Check and/or Money Order made payable to **JULIO C. CAVERO, P.A.**, in the amount of **U.S. \$537.00** (Court Filing Fee \$188, Summons Fee \$10/per Tenant and Process Server Fee \$30/per Tenant, Notary Fee \$10/affidavit, and the Attorney's Fee, which would be \$299.00).

6(a). **COMMERCIAL**: In order to begin to process a commercial eviction, the Landlord must submit a Check and/or Money Order made payable to **JULIO C. CAVERO, P.A.** in the amount of **U.S. \$737.00** (Court Filing Fee \$188, Summons Fee \$10/per Tenant and Process Server Fee \$30/per Tenant, Notary Fee \$10/affidavit, and the Attorney's Fee, which would be \$499.00).

NOTE V: Please note that the flat fee only includes work associated with the uncontested eviction(s) referenced herein. If there are any other matters for which a consultation is needed, a consultation fee may apply. **Consultation fees are U.S. \$150.00/hr**. Moreover, if there is an open case in court and you wish to retain the Undersigned attorney to represent you, the Retainer Fee is **U.S. \$750.00** in Residential Evictions and **U.S. \$1,500.00** in Commercial Evictions. In the event that the Client wants to have a copy of his or her file for whatever reason, he or she needs to pay a flat fee of **U.S. \$45.00**. Individual copies shall be charged at the rate of **U.S. \$0.15 / page**.

6(b). Clients who want to sue their Tenants for outstanding rent and/or the statutory penalty for hold-over status must include an additional TWO HUNDRED DOLLARS (\$200.00) for a Count II/III eviction. The money would be used as follows: A One Hundred Sixty Dollar Flat Fee for the non-liquidated damages hearing and procurement of the certified judgment for monetary damages, Ten Dollars for the Twenty Day *Summons Fee* and an additional Thirty Dollar *Service of Processing Fee*. Thus, a Landlord who wishes to file a Count I and Count II and/or Count III eviction, must submit a Check and/or Money Order made payable to **JULIO C. CAVERO, P.A.**, in the amount of **U.S. \$737.00** (Residential) or **U.S. \$937.00** (Commercial).

6(c). Clients have the option to initiate the proceedings by providing a \$50.00 payment. The reason is that if a Notice is posted, and the Tenant vacates, pays the rent or resolves the underlying issue **BEFORE THE LAWSUIT IS FILED IN COURT**, then Client shall not be billed any further. The only exception would be if there were any postage-related expenses. However, once the lawsuit and/or eviction complaint has to be filed, then the law office of JULIO C. CAVERO, P.A. must have been paid in full.

7. Client understands and agrees that the legal fees paid to Julio C. Cavero, Esq. shall not include litigation expenses and costs, which include but are not limited to, the following: court reporters, court filing fees, service of process fees, copying fees, long distance telephone charges, travel expenses, courier fees, fax transmission charges, computer-assisted research, postage, mediation expenses, sheriff's fees, copies of client files or documents, transcript fees, investigation expenses, and/or any other third-party services such as expert witness fees. Client understands and agrees that these matters shall be billed separately on a cost basis and, upon review, shall be either deducted directly from any existing retainers or billed separately.

8. Always bear in mind that if the Tenant refuses to vacate the premises after Landlord has secured a Final Judgment for Removal of Tenant, then the Writ of Possession must go to the Miami-Dade Sheriff's Department (or the Broward Sheriff's Office if its in Broward county). **SELF-HELP MEASURES ARE STRICTLY PROHIBITED BY FLORIDA LAW.** The Sheriff's Department charges a separate fee for them to post the Writ of Possession and then to do the actual put-out. *Miami-Dade* charges **U.S. \$115.00**, *Broward* charges **U.S. \$90.00** and *Palm Beach* charges **U.S. \$90.00**. It shall become due and owing once the Final Judgment is issued by the Court and the Writ of Possession is sent to the Sheriff's Department by the Clerk of Court. The Money Order may be sent to either our office or directly to the Sheriff's department.

The *Miami-Dade* Sheriff's address is as follows: Miami-Dade Police Department – Sheriff Services Bureau – Court Services Section @ 601 NW 1st Court - 9th Floor, Miami, Florida 33136. Their contact numbers are: Office: 786-469-3637 Facsimile: 786-469-3630.

The *Broward* Sheriff's Office is located at the following address: Public Safety Building – 2601 West Broward Blvd., Fort Lauderdale, Florida 33312. Their contact number is 954-831-8787.

The *Palm Beach* Sheriff's Office is located at the following address: 3228 Gun Club Road, West Palm Beach, Florida 33406. Their contact number is 561-688-3000.

The Sheriff's Office **shall not** process a Landlord's Writ of Possession to do the put -out **unless it has the entire processing fee**. Once the Sheriff's staff receives its fee, they begin to process the payment immediately, and it becomes non-refundable. That will be the case even if the tenant vacates the premises before the Sheriff posts the 24 Hour Notice and/or executes the Writ of Possession via the "putout". A separate Process Server Fee may apply if the tenant needs to be served personally for a monetary judgment or if there is more than one {formal} tenant.

9. In the event that it is necessary for the attorney referenced herein to bring a collection action for any fees or costs owed by Landlord pursuant to this Retainer Agreement, he/she (i.e., Landlord) shall be solely responsible for all court costs, attorneys fees and litigation-related expenses incurred for such action.

ENTIRE AGREEMENT: This Retainer Agreement evidences the entire, complete and exclusive agreement between the parties and supersedes all proposals or prior agreements (be they oral or written) and any other communications between the parties relating to the subject matter of this agreement. Subsequent modifications to this Retainer Agreement must be in writing, and signed by **the Undersigned Attorney and the Client**.

IN WITNESS WHEREOF, the parties hereto have executed this Retainer Agreement for the purposes stated herein on this _____ day of _____ of the year **2016**.

Julio C. Cavero, Esq.
Florida Bar No. 83658

Print Name:
Client/Plaintiff