

UNCONTESTED DIVORCE FEE CONTRACT

This FEE CONTRACT, entered into between CLIENT _____ and DAVIS & TALIAFERRO, LLC on this the ___ day of _____, WITNESSETH:

1. For the sum of \$199.00 plus filing fee as set by the applicable Domestic Relations and/or Circuit Court Clerk, the undersigned CLIENT does hereby employ DAVIS & TALIAFERRO, LLC, as attorney to represent CLIENT for preparation and filing of an **UNCONTESTED DIVORCE** against his or her spouse in the State of Alabama. These contracted services are specifically limited to the following:
 - A. The preparation and filing of a complaint, affidavit, answer, waiver of counsel, settlement agreement, and if applicable, a uniform child custody jurisdiction act affidavit and child support guideline forms.
 - B. The \$199.00 fee, and additional filing fee, entitles CLIENT to meet with an attorney, employed by DAVIS & TALIAFERRO, LLC, for an initial consultation and for the completion of the aforementioned forms and filing of the same.
 - C. The \$199.00 fee paid by CLIENT expressly **does not** cover any court appearances, should any Court require an appearance, for any reason. Fees for appearances in court are billed at a rate of \$200.00 per hour.
2. CLIENT understands that this Contract is specifically limited to an uncontested divorce filing and proceeding. All terms of the divorce **MUST** be agreed to by and between the CLIENT and his or her spouse prior to the drafting of any of the forms listed in paragraph A above. In the event CLIENT cannot agree with his or her spouse as to any term of any of the documents drafted and/or prepared for CLIENT, and additional legal services are rendered necessary, additional fees shall be charged to CLIENT at the rate of \$200.00 per hour for all additional legal services performed by DAVIS & TALIAFERRO, LLC. Any appearance in court shall be billed at a rate of \$200.00 per hour, and a retainer, in an amount quoted by DAVIS & TALIAFERRO, LLC and paid by CLIENT 30 days in advance of any court hearing, shall be required of the CLIENT before any attorney employed by DAVIS & TALIAFERRO, LLC, will appear in court for CLIENT. Failure to pay any required retainer shall result in the immediate withdrawal of DAVIS & TALIAFERRO, LLC as counsel for CLIENT.
3. **THIS CONTRACT DOES NOT INCLUDE LEGAL SERVICES BEYOND WHAT IS EXPRESSLY STATED IN PARAGRAPH 1 HEREIN UNLESS ADDITIONAL ATTORNEYS FEES AND A RETAINER ARE PAID BY CLIENT TO DAVIS & TALIAFERRO, LLC.**

4. CLIENT expressly agrees that any and all damages he or she may claim, as a result of any legal advice, legal representation, work, or service performed, or not performed, or for any act of commission or omission by DAVIS & TALIAFERRO, LLC, its agents, employees, or attorneys, in connection with any domestic or divorce action undertaken by DAVIS & TALIAFERRO, LLC for CLIENT, shall be strictly limited to the sum of \$199.00, and CLIENT expressly and specifically acknowledges that DAVIS & TALIAFERRO, LLC's agreement to the contract price of \$199.00 is good and sufficient consideration for CLIENT'S limitation of damages as agreed herein.

5. THIS FEE CONTRACT CONTAINS ALL TERMS, WHETHER WRITTEN OR ORAL, OF THE AGREEMENT REACHED BETWEEN CLIENT AND DAVIS & TALIAFERRO, LLC. ANY ORAL REPRESENTATIONS, WHETHER MADE BY CLIENT OR DAVIS & TALIAFERRO, LLC, IF NOT CONTAINED HEREIN IN WRITING ARE NOT TERMS OF THIS FEE CONTRACT AND ARE NOT AGREED TO BY CLIENT AND DAVIS & TALIAFERRO, LLC. BY SIGNING THIS CONTRACT, CLIENT ACKNOWLEDGES THAT HE OR SHE IS LITERATE, HAS HAD THE OPPORTUNITY TO READ EVERY WORD OF THIS CONTRACT, HAS HAD THE OPPORTUNITY TO RECEIVE LEGAL ADVICE BEFORE SIGNING THIS CONTRACT, AND UNDERSTANDS AND AGREES TO THIS CONTRACT AND ALL OF ITS TERMS.

CLIENT

DAVIS & TALIAFERRO, LLC