

AGREEMENT TO PROVIDE MUNICIPAL COURT LEGAL SERVICES

Thank you for contacting Kenneth Vercammen & Associates, PC for representation in a Municipal Court matter. This agreement is made between _____ referred to as "You", and the Kenneth Vercammen & Associates, PC located at 2053 Woodbridge Ave., Edison, NJ 08817, referred to as the "Law Firm".

1. Legal Services To Be Provided. We will represent you in connection with the charges pending against you in the _____ Municipal Court, provided all legal fees are paid. We will represent you at all stages from the initial interview to the first appearance in court. Our fee for such representation is _____.

2. Fees. Fees can be paid by VISA, Master Card, American Express, check, money order or cash. Make checks payable to Kenneth Vercammen PC. Fee is due by _____.

3. **Representation/ What We will do for you.** We will review and research necessary statutes and caselaw, contact the prosecutor, prepare defenses and determine mitigating factors. We agree to provide conscientious, competent and diligent services on the charges you provided us at the initial consultation. At all times we will seek to achieve solutions which are just and reasonable for you.

1. Telephone consultation with client;
2. Office consultation with client;
3. Offer sound legal advice to client, plus access to our legal info website www.njlaws.com
4. Preparation of letter of representation to Municipal Court;
5. Preparation of letter of representation to Municipal Court Prosecutor;
6. Preparation of statement to provide legal services;
7. Copies of all correspondence to Court and Prosecutor to client;
8. Opening of file and client may have free client case folder, Municipal Court brochure, DMV points brochure, and Website brochure;
9. Review of necessary statutes and case law;
10. Follow up with Municipal Prosecutor for discovery if suspension or jail is likely;
11. Prepare defense and mitigating factors;
12. Miscellaneous correspondence, preparation and drafting of pleadings and legal documents in contested serious cases;
13. Review documents supplied by client and court;
14. Travel to Municipal Court;
15. Negotiations with the Prosecutor and Representation in Municipal Court.
16. Preparation of End of Case Letter and client questionnaire.
17. Free Brochures provided on other legal topics such as Worker's Comp, Wills, Personal Injury

18. Free subscription to monthly e-mail newsletter. **Provide your email address.**
19. Follow up telephone advice [If you call, provide the specific questions with the message].
20. Invitation to client socials/ seminars and Community events via email.
21. Hold and maintain file for seven years in storage as free client service.
22. Free Magnet, Pen, T- shirt, soda/ beer mug, foam soda can holder and estate planning book. Please ask Ken V or staff upon retaining the office.

The legal work includes research, correspondence, preparation and drafting of pleadings or other legal documents, conferences in person and by telephone with you and with others, dictating and reviewing letters, negotiations, and any other related work or service to properly represent you in this matter. The Law Firm will provide legal representation through an attorney who is licensed to practice law in New Jersey.

4. Other Legal Services. We provide representation only on the charges/tickets/offenses you provided to us at the initial consultation. The Law Firm does not guarantee Kenneth Vercammen will be the trial attorney. You and the Law Firm may make additional agreements to provide for legal services not covered by the Agreement. Without such agreements, the Law Firm is not required to do any additional work or any of the following:

- (a) Provide any legal services after appearance at the trial court;
- (b) File any Motions or Briefs not set forth on page 1
- (c) Appeal any decisions of the trial court or make additional appearances after appearing in Court;
- (d) provide other legal services or advice not listed on page 1; or
- (e) Represent you in any other court or Tribunal

5. Costs And Experts. In addition to legal fees, you must pay the following costs and expenses if needed: costs for discovery and police reports, court costs, subpoena fees, and any other necessary expenses in this matter. The Law Firm may recommend that experts in DWI cases be retained directly by you. You would then be solely responsible to pay the experts.

6. Your Responsibility- Please read carefully and follow instructions to help us help you

1. After you have retained [paid] your attorney, call the court, plead not guilty and give the court the name of your attorney. In traffic matters, we recommend you contact DMV, now Motor Vehicle Commission, and obtain a driver's license abstract. 888-486-3339 or 609-292-6500. This will help you when we go to court. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must fill out the Interview Sheet accurately. If you do not provide accurate information to the court and our law office, you may expose yourself to a higher DMV surcharge assessment. You must also provide details on what you told the police.

2. You must call the Court or Law Office 24 hours before all hearings and court appearances to confirm the case has not been adjourned.

3. Going to Court- You must bring all your original papers and entire file of all documents and letters you have received from our office, the Court, insurance companies and the DMV/ MVC connected to your case whenever you come to the law office, to court, or other appearances where both you and your attorney will be present.

When you arrive, please check in. Hearing times are often delayed. If by chance the attorney in my office handling the hearing is not at the hearing room when you arrive, please do not panic. We will soon arrive to handle the case. We often travel from another court. Please remain in the courtroom/hearing room until we arrive, if possible. Usually we will go to speak directly with the Prosecutor or Court Clerk prior to going into the courtroom. In municipal court/traffic cases, we recommend our clients not speak with the Prosecutor

but rather wait for your attorney to arrive. ~~If you will have to pay court costs or a fine, bring a checkbook or cash.~~ Most towns and state agencies still do not accept credit cards. Do not leave the court and go home until instructed by Mr. Vercammen or a member of our staff.

4. You must notify the Law Office and the court immediately if your address or phone numbers change.

5. Under the NJ Rules of Professional Conduct and Court Rules, we cannot send a letter of representation to the court until the Retainer is paid in full. All fees and requirements under this written retainer agreement and any other written documents must be complied with. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm will not represent you. Failure to comply with all requirements shall permit the law office to withdraw its offer of representation. We always charge a fee of between \$50 - \$100 for bad checks.

6. We do not usually adjourn hearing dates once the Court sets the hearing date by computer notice. If the client wants a new date, they should call the Court directly. We charge an additional \$75.00 up front to cancel Court dates and reschedule once the court date is set.

7. No Guarantee. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case. Your payment of the legal fee indicates you have read and agree to this Agreement. This is a non-refundable retainer/representation fee, pursuant to Superior Court decisions and New Jersey RPC. [03D Retainer- Mun Court G3]