

ALL ABOUT EVICTION
P.O. Box 22
Clayton, CA 94517
(925) 383-1876 - Cell
(925) 237-8323 - Fax

SERVICE AGREEMENT

All About Eviction agrees to provide the following service for _____
_____, hereby referred to as
"Client" according to the following terms and conditions:

1. All About Eviction will charge client pursuant to the Eviction Cost Schedule, which includes all court filing fees and costs except as noted below. *If your case is over \$10,000, your filing fees will be higher.*
2. All About Eviction will prepare all paperwork necessary to start and conclude an unlawful detainer (eviction) case where the Client will represent himself, unless otherwise agreed. The purpose of this case is to return possession of the premises to the Client.
3. All About Eviction agrees to produce and file all court-required documents according to the laws of the State of California, up to and including trial judgment documents, so that Client can represent herself/himself if a court trial is necessary, or unless it is agreed that an attorney is to be retained.
4. Client understands that All About Eviction or anyone working at All About Eviction is not an attorney. Therefore, we cannot provide or offer legal service or advice unless attorney services are retained for a separate fee and will ONLY be offered by the attorney contacted.
5. Client understands that there are a number of fees to be paid to the court and legal system by All About Eviction. These fees are to be paid on behalf of Client, and are included in the amount charged by All About Eviction in its initial flat rate fee. Any other costs incurred by All About Eviction, which are necessary to the case, shall be borne by

Client. Those costs may include extra courier fees, court fees or process server fees.

6. Once charges are made and an order is placed, refunds will be limited to those costs not actually paid to the courts or service providers. Per the Eviction Cost Schedule, the flat rate for an eviction through default in Contra Costa is \$1,230 (this excludes Richmond). The minimum charge is \$500.
7. Expenses may vary according to County or courthouse distance.
8. Client agrees NOT to initiate a credit card dispute of charges for ANY reason once charges are initiated and case processing has begun.
9. Any other Costs/Fees which are trial preparation or preparation of pleadings in opposition or defense of a motion are billed at the \$100 paralegal hourly rate and will be due in addition to the flat rate charge. These include the preparation of an Application for an Order to Post, Oppositions to Motions or Demurrers, Requests to Set Case for Trial, Substitution of Attorney, etc.

Please note that paralegal time is billed out at \$100/hour. If there is research to be done or other tasks such as filling out responses to discovery requests or trial preparation, the paralegal's hourly rate will be charged. **Client will also be charged the hourly rate if there are extensive phone calls and emails.**

10. Attorney Representation - All About Eviction has a working relationship with an Attorney that is available for appearance at a designated hearing/trial or for legal counsel. In the event you require/request that an Attorney represent you at a possible hearing in the Martinez or Pittsburg courts of Contra Costa County, you will need to add a non-refundable appearance fee of \$375 to your charges. Attorney's flat rate fee will vary according to County or travel distance of the courthouse. The appearance fee will be paid directly to the Attorney appearing on Client's behalf. Client understands that this provision provides for representation at a single hearing only and if a jury trial is demanded, the non-refundable retainer fee will be \$500. The \$375 fee includes travel to and from court, one-half hour of preparation time, and one hour at the trial/hearing. If the preparation time necessitates more than one-half hour or if the court trial/hearing goes over the one-hour time

allotted, the Attorney will charge an extra \$100/hour for the extra time incurred. Any additional services provided by the Attorney will be paid by the Client at the Attorney's hourly rate. The Attorney will inform the client if additional fees are necessary. If the Attorney is not paid the flat rate charge on or before the date of the trial/hearing, a \$100 charge will be added.

11. In the interest of expedience, Client shall permit All About Eviction staff to sign court papers on his/her behalf.
12. Client agrees that All About Eviction is not responsible for the outcome of the unlawful detainer (eviction) suit. All About Eviction is also not responsible for any damages involving property, including lost rent, property damages, lost fees or any other damages, monetary or otherwise.
13. Client agrees to pay all fees to All About Eviction either through payment by check, or by credit card through Pay Pal Request, or any other method agreed upon between the parties.
14. Client agrees to the above-referenced terms and conditions.

Owner/Landlord/Client Signature

Date:

Please complete ALL above and return to All About Eviction

EMAIL: michelle@allabouteviction.com

Fax: (925) 237-8323

<http://www.allabouteviction.com>