

*Law Offices*  
*of*  
*Michael J. Heath*

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Enter client(s) names: \_\_\_\_\_

Enter mailing address: \_\_\_\_\_  
\_\_\_\_\_

Enter email address: \_\_\_\_\_

Phone: \_\_\_\_\_

**Representation Agreement – Eviction Possession Only for Non-Payment of Rent**

Dear Client(s):

I appreciated the opportunity to talk with you regarding eviction of your tenant(s).

I will undertake the representation of you for filing eviction for a flat rate of as follows:

**\$960 includes attorney fees for pleadings, filing fee and service on one tenant.**  
**\$60 for each additional tenant (This is the fee we pay for the private process server)**

Any additional work including any hearings, which are rarely required, will be billed to you at my hourly rate of \$250.00 in accordance with our Standard Terms and Conditions for such matters, a copy of which is attached. You will be responsible for any additional costs associated with this matter, including the fee for the Writ of Possession, if the Sheriff is needed to physically remove the Defendant(s) from the property; this is generally around \$90. Tenants often abandon the property prior to this being required, so if this is needed we will collect the Sheriff's \$90 fee from you when, and if, needed.

My office policy is to require some payment before I render services. Such a payment assists me in covering the initial time to be expended on a new matter and also makes both attorney and you, my client, feel that they have established a firm professional relationship.

**What do I need from you?**

- 1. This Representation Agreement and the Credit Card form completed and signed**
- 2. The completed 3 Day Notice. I have enclosed a blank 3 Day Notice along with Guidelines in this paperwork. Please complete three 3 Day Notices, one for you, one for me, and one to post for the Tenant. If possible take a picture of it posted on the front door. Please do not send any paperwork to me until expiration of the 3 days.**

3. A copy of the lease, or if no written lease, then a written statement by you of all parties names and the terms of the rental to the best of your knowledge.
4. Completed and signed Non-Military Affidavit, you may have this notarized on your own and send to us, or you can come to the office and have it notarized at no additional charge.

At this point it is important that it is understood that I do not represent you. But, if you are in agreement with the forgoing fee arrangement, please sign on the line indicated below and return a copy of this letter to me along with the remaining paperwork, and upon charging your credit card or cashing your check, I will be considered your attorney in this matter.

I look forward to hearing from you.

Sincerely,

*/S/Michael J. Heath*

MICHAEL J. HEATH, ESQ.

**AGREED:**

By: \_\_\_\_\_ - -  
           Client Signature                      Date                      Social Security Number

By: \_\_\_\_\_ - -  
           Client Signature                      Date                      Social Security Number

**LAW OFFICES OF MICHAEL J. HEATH**  
**STANDARD TERMS AND CONDITIONS**

1. **FEES FOR SERVICES.** I will charge you a reasonable fee for my services based primarily on hourly rates established from time to time. My hourly billing rates at the present time are as set forth below:

Attorney (non-trial):	\$350.00
Attorney (trial):	\$475.00
Paralegal assistants:	\$125.00

My billing rates are reviewed from time to time and may be increased as deemed necessary. I bill in 15 minute increments, rounding up. Increases are effective upon 30 days notice. You will be billed for the time expended on working on your case, which includes in-person and telephonic conferences with you or third parties involved in your case, email or written correspondence to you or third parties involved in your case, and appearances in court or other venues. My office policy is to require some payment before I render services. Such a retainer assists me in covering the initial time to be expended on a new matter and also makes both attorney and you, my client, feel that they have established a firm professional relationship. This retainer will be used to pay costs and fees as they are incurred. The retainer is nonrefundable. You acknowledge that this is a reasonable fee arrangement for several reasons, including but not limited to the fact: (1) that your case involves considerable time and labor; (2) Your matter is complex and unique; (3) that by representing you, this will preclude the law office from representing other potential clients; (4) that your case is a significant undertaking by the firm; (5) that your case requires involved responsibility; (6) that your case involves circumstances that impose time limitations on the law office; and (7) that you are availing yourself of the experience, reputation, diligence, and ability of this law office. If the retainer is depleted, you agree to supply additional retainers as requested. You further agree that I may bring in third parties, including outside counsel, to assist in your case, however the cost of which shall not be greater than my own fees.

2. **COSTS.** In connection with my representation, I anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies, postage, express mail, certified mail and the like, computer research charges, court costs (such as filing fee, newspaper publication, recording fees, etc.), title search fees and courier charges. In addition to my fees for legal services, you agree to pay me for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, I reserve the right to require a cost deposit from you prior to undertaking the expenditure of funds on your behalf.

3. **PAYMENT OF FEES AND COSTS.** I will advise you monthly concerning the time spent on this matter (and the expenses incurred) plus any applicable sales tax. Payment for my services and/or expenses will be due within fifteen (15) days of the date upon which the statement is received. If you have any disagreement about the amount of any statement, you must advise me in writing within fifteen (15) days; otherwise, you agree to that statement. Past due accounts are subject to interest charges at the rate 15%, accruing monthly.

4. **NON-PAYMENT OF FEES AND COSTS.** You understand that non-payment of any invoice for fees and costs which is rendered to you in accordance with the terms of this letter will constitute a default by you and I may, in my sole and absolute discretion (subject to court approval, if necessary), cease to provide further legal services to you. You will, however, be liable to me for the payment of any fees earned and any costs incurred by me to that time. In the event I am ultimately required to bring suit to collect any unpaid fees, costs and sales tax, you understand that you will be required to pay the reasonable attorneys' fees and costs I incur to enforce these terms and conditions. You further agree that I have the right to retain any and all files, papers and other property coming into my possession in connection with our engagement without any liability to you until I have been paid all fees, costs and interest due me under this agreement. You also agree to the imposition of a charging lien for any monies due me on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. If you disagree on a statement or have not paid my bill and you have not objected to my statement within the prescribed fifteen (15) day period, then you consent to me on the fifteenth day after sending the invoice, to using the remaining retainer to pay any outstanding monies owed to me. In addition you understand that in the event of non-payment of fees that I may submit your invoice to a collection agency of my choosing under your social security number. You further waive any confidentiality as it applies to submitting your invoice to a collections agency.

5. **OTHER MATTERS.** In the event you engage me to render services with respect to other matters not covered by this engagement letter, in the absence of a written agreement to the contrary, those other matters will be handled on the same basis, and fees and costs will be payable under the same terms and conditions as provided for herein.

6. **TERMINATION.** You will have the right to terminate my representation at any time, subject to payment of all outstanding fees and costs. I will have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation.



IN THE COUNTY COURT IN AND FOR  
\_\_\_\_\_ COUNTY, FLORIDA.  
CIVIL DIVISION

CASE NO: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff(s),  
vs.

\_\_\_\_\_  
Defendant(s),  
\_\_\_\_\_ /

**AFFIDAVIT OF NON-MILITARY SERVICE**

BEFORE ME, the undersigned authority, this day personally appeared the undersigned Affiant who being first duly sworn, says:

1. The statements made herein are made on based upon the Affiant's own personal knowledge.
2. To the best of affiant's knowledge and belief the Defendant(s), **[ENTER**

**TENANT(S) NAME(S)]** \_\_\_\_\_

3. \_\_\_\_\_ is/are and has been over the age of 18 years at all times since the filing of this lawsuit. To the best of affiant's knowledge and belief, the above named Defendant(s), have/has not been on active duty with the military services of the United States of America since the filing of this lawsuit.

\_\_\_\_\_  
**AFFIANT'S SIGNATURE**

\_\_\_\_\_  
**AFFIANT'S NAME PRINTED**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_ )

SWORN TO, SUBSCRIBED, and ACKNOWLEDGED before me by \_\_\_\_\_

who produced \_\_\_\_\_ as identification on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

**[AFFIX SEAL BELOW]**

## THREE-DAY NOTICE OF FAILURE TO PAY RENT

Tenant(s) Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

You are hereby notified that you are indebted to me in the sum of \$\_\_\_\_\_ for the rent and use of the premises located at \_\_\_\_\_, now occupied by you. That rent was due on \_\_\_\_\_ and I demand payment of the rent or possession of the premises within three days (excluding Saturdays, Sundays, and legal holidays) from the date of delivery of this notice, specifically, on or before \_\_\_\_\_.

**All payment must be made by cashier's check or cash.**

### CERTIFICATE OF SERVICE

I certify that a copy of this notice has been furnished to the above-named tenant on \_\_\_\_\_, at \_\_\_\_\_ (am or pm), by:

[Check one box below]

1. (  ) Delivery
2. (  ) Posting in a conspicuous place on the premises.

*Landlord should be sure to keep a completed copy of this form.*

\_\_\_\_\_  
Landlord

[printed name] \_\_\_\_\_

[address] \_\_\_\_\_

[phone] \_\_\_\_\_

*Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute it within that period, I will assume that it is valid. If you do dispute it — by notifying me in writing to that effect — I will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor, I will furnish you with that information too.*

*The law does not require me to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.*

*In accordance with the Fair Debt Collection Practices Act (15 U.S.C. §§1692 et seq.), we are required to state that this document is an attempt to collect a debt, and any information obtained will be used for that purpose.*

## **EVICTIONS – 3 DAY NOTICE REQUIREMENTS**

**FILL OUT TWO FORMS IDENTICALLY- POST ONE ON THE DOOR AND KEEP ONE FOR THE EVICTION. IF POSSIBLE PLEASE TAKE A PICTURE OF THE NOTICE POSTED ON THE DOOR. PLEASE MAKE SURE YOU COMPLETE THE FORM FULLY. IF MULTIPLE RENT PAYMENTS ARE DUE PUT THE TOTAL DOWN AND THEN SHOW A BREAKDOWN OF ALL THAT IS DUE.**

### **CALCULATING THE EXPIRATION OF A 3 DAY NOTICE**

The following is a simple chart to help determine when the 3-day notice legally expires. Some cases are lost at court because the landlord or attorney filed the case before the 3 full days have expired. **VERY IMPORTANT:** Please note that if the last day falls on a legal holiday, the tenant is given an extra day to comply. Example: a 3-day notice served on January 2nd is improper because January 1st is a legal holiday so that the rent is not late if paid on January 2nd.

<b>Day Served</b>	<b>Notice Expires Midnight of</b>
Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday	Thursday
Sunday	Thursday

**Note: If the landlord mails the three day notice, the tenant will be permitted to respond by mail. This will increase dramatically the time period in which the tenant is required to pay rent. First, an additional five days for mailing will be added to the letter sent by the landlord to the tenant. An additional five days for mailing will be added to the letter sent by the tenant to the landlord. Thus, instead of three days for the tenant to pay the rent or vacate, it ends up becoming thirteen days (three days to pay the rent and five days each for the landlord's and tenant's letter.)" Florida Res. Landlord Tenant Manual 3.01[1][a][iv]**

### **3 DAY NOTICES: REQUIREMENTS**

#### **Tenants:**

Name all persons named on the lease and any others who you know to be residing in the subject premises. Do not name minors.

#### **Timing:**

Can not be served before the rent is past due. The notice must not demand payment before the expiration of three days excluding weekends and Court holidays.

#### **Amount Claimed:**

Amount of Rent: You must state the amount of RENT due on the notice. Do not include any item that is not "rent" as defined in the lease. I.e. do not include late fees, utilities, security deposit due, unspecified fees, attorney's fees, court costs, or sheriff's fees in the rent due. If the lease defines any of the preceding as "rent" then you may claim it in the three day notice, although by doing so you may attract unwelcome attention of defense / legal aid attorney's, who thought you made a mistake.

The notice is defective if the rent due is too much, the notice is not defective if the stated rent due is too little.

If the tenant tenders the full amount of the rent during the 3 days the landlord must accept the payment. The landlord may demand payment in certified funds though. If Landlord accepts any rent after 3 day notice, the three day notice is invalidated and a new one must issue. The landlord may not hold a tenant's tender of rental payment without being deemed to have accepted payment. Acceptance of a check that bounces is still deemed acceptance of payment.

**If Mailed:**

Add five days to response time. Note: tenant may then also be allowed to respond by mail adding another five days. I.e. don't mail a three day notice.

**Holidays:**

Not the numerous legal holidays but only clerk or court holidays.

**Fatal flaws:**

The Court's hold that as a 3 Day notice is a pre-requisite to filing a complaint for eviction, a defective three day notice will result in the case being dismissed with prejudice, and fees and costs awarded to the tenant.

**The following are mistakes on the three day notice that will subject you to a dismissal:**

- Failure to state that Weekends and Holidays are excluded in the three days
- Failure to state the amount of rent due.
- Late Fees: can only be included in the amount due if the lease specifies that late fees are rent due.
- Other Costs: inclusion of unspecified fees, attorney's fees, court costs, sheriff's fees in the three day notice render it defective.
- Failure to include landlords name and address

***THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS LEGAL ADVISE. FOR SPECIFIC ADVICE ON LANDLORD TENANT LAW, PLEASE CONTACT THE ATTORNEY BELOW.***