

*If you are requesting an eviction for more than one property or unit  
please forward a separate form for each.*

**Failure to provide complete and accurate information on all forms  
may result in an incomplete or unsuccessful eviction.**

Name(s) of owners of the real property \_\_\_\_\_

Is there a sub-tenant? \_\_\_\_\_ Is the tenant a prior owner of the property? \_\_\_\_\_

Is there an option to purchase? \_\_\_\_\_

Is the property being sold? If so, to whom and the anticipated closing date.

Contact person name and contact info

NAME \_\_\_\_\_

PHONE#’s \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL \_\_\_\_\_

FAX# \_\_\_\_\_ (Required by law for residential tenancies.)

How did you find us?  RHA  NARPM  Web Search  King County Lawyer Referral  
 other \_\_\_\_\_

TYPE OF NOTICE:  You have served  You want us to serve  
( ) 3 Day Pay or Vacate ( ) 20 Day Terminate  
( ) 10 Day to Comply ( ) 3 Day Nuisance, Waste, Illegal Use/Drugs

IS THERE A LOCKED ENTRANCE TO (NOT IN, JUST TO) THE FRONT DOOR OF THE UNIT? ( ) YES ( ) NO

If so, you will need to provide a key or code for the sheriff.

DOES THIS TENANCY INVOLVE A PURCHASE? ( ) YES ( ) NO

IS THE BUILDING AND UNIT PROPERLY MARKED?

I.e. – Can a sheriff’s deputy locate it without guesswork?

(They won’t guess. You will start over.) ( ) YES ( ) NO

ARE ANY OF THE RESIDENTS IN THE MILITARY? ( ) YES ( ) NO

Base monthly rent \$ \_\_\_\_\_ Rent is due on the \_\_\_\_\_ day of the month

Late Charge: \$ \_\_\_\_\_ on the \_\_\_\_\_ day of the month and \$ \_\_\_\_\_ per day thereafter

TOTAL CLAIMED ON 3DAY \_\_\_\_\_.

TENANCY IS: ( ) Month to Month ( ) Lease - last day of lease is \_\_\_\_\_

Section 8 – Market rent is \$ \_\_\_\_\_ tenant’s portion of the rent is \$ \_\_\_\_\_.

Total rent owing \$ \_\_\_\_\_ Late Charges of \$ \_\_\_\_\_ as of \_\_\_\_\_

Has tenant complained about conditions of the premises? If so, describe in detail and forward copies of any written notices.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Address of Rental Property – This MUST be accurate.**

**Ex: 101 Main Street NE *is NOT* the same as 101 NE Main Street, nor is 101 NE Main Court.**

**Even a slight error in the address may necessitate the entire process being repeated at your expense.**

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**Unit number if there is one.** \_\_\_\_\_ *(If the tenant rents a bedroom, mother-in-law apartment, etc., arbitrarily assign a unit number to the tenant's room. Do not leave blank.)*

City \_\_\_\_\_, Washington

\_\_\_\_\_ Street \_\_\_\_\_ Avenue \_\_\_\_\_ Court \_\_\_\_\_ Boulevard \_\_\_\_\_ other (*specify*) \_\_\_\_\_

**Zip Code** \_\_\_\_\_

*Please check the accuracy and completeness of the address in writing above. We operate on a volume basis and must from necessity rely on the information provided in writing herein.*

### TENANT INFORMATION

**Please list the full names and dates of birth for the tenants known to be residing at this property.**

Full Name (First, Middle, Last)	Date of Birth, Driver's License #, Or State ID #, AND SSN#	Contact Phone Number(s) for Tenant

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### INFORMATION ABOUT OTHERS IN THE PROPERTY

Please list the full names and dates of birth for others known to be residing at this property.

Full Name (First, Middle, Last)	1) Date of Birth, Driver's License #, Or State ID #, <u>AND</u> 2) SSN#	Contact Phone Number(s) for Tenant

Number of children and approximate ages \_\_\_\_\_

Reason(s) for the eviction: \_\_\_\_\_

Are there any detached storage units or garages?  YES  NO

List types of pets known to be living at the residence: \_\_\_\_\_

Do the tenants have any disabilities/mental health conditions that will require special accommodations?  YES  NO

• If yes, please include other agencies to be contacted, caseworker's name: \_\_\_\_\_

### HAZARD INFORMATION

To your best knowledge: Do the tenants pose a threat to detectives involved in the physical eviction? (Drug activity, criminal activity, known to be armed, mentally disturbed, history of assaults or threats etc).  YES  NO

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## Credit Card Form



Sorry, but we do not accept American Express or Discover.

Name as Appears on Card:

\_\_\_\_\_

Credit Card Billing Address:

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ Zip \_\_\_\_\_

CC # \_\_\_\_\_

Exp. Date \_\_\_\_\_

I authorize the following services and charges to the above account:

- Drafting and service of
  - ( ) 3 Day Pay or Vacate
  - ( ) 20 Day Terminate
  - ( ) 10 Day to Comply
  - ( ) 3 Day Nuisance, Waste, Illegal Use/Drugs \$85.00
  
- Drafting and service of summons and complaint \$150.00
  
- Other \_\_\_\_\_

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## Retainer Agreement

### I. Client.

- A. I retain T. Scott Eller Law Firm PLLC d/b/a Access Evictions to perform an eviction as detailed in documents I have provided that correspond to and are incorporated by reference into this Retainer Agreement. The scope of the representation is limited to performing an eviction. Any other representation, including but not limited to any appeals or collection efforts, shall be governed by a separate agreement.

### B. Information to the Sheriff.

The client will provide information necessary to identify the tenant(s) and locate the correct premises such as but not limited to a key to any common entry and numbers on the building clearly marking the correct building and/or unit number. Failure to provide proper information may necessitate additional appearances by my attorney in court and/or part or all of the eviction being repeated and I agree to pay additional attorney's fee and costs in such an event.

### C. Client is solely responsible for the completeness and accuracy of information provided.

I realize that my attorney has no way of knowing the property address, my tenant's name, date of birth, driver's license number, if or when the tenant abandons the property during the eviction process or any other information about the property or my tenant. I accept complete and total responsibility for both the completeness and accuracy of the information provided.

### II. Fees.

- A. The rates for eviction representation are listed in addendum A. Not all the steps in Addendum A will be necessary, or even possible, in a given eviction.

**Each step necessary in my case will be discussed in advance of legal services being performed. If payment was by credit or debit card, then the client authorizes these charges to be charged to the same account without additional formal written authorization. Payment in advance is required.**

### B. "Pay as you go eviction".

Pay as you go eviction simply means that nothing is filed in court initially and the client will incur fewer expenses if court action is not necessary. For \$150.00 my attorney will draft a summons and complaint and forward these to a process server who will then make diligent attempts to serve these pleadings as is legally required. I realize that personal service cannot be guaranteed and may not be achieved.

Also, the tenant may move out after my attorney has begun work. **There is no refund for this \$150.00 charge if my attorney has drafted the summons and complaint even if the tenant moves out in the interim and the pleadings are therefore not served.**

### C. "Fast-Track Eviction".

A fast track eviction is simply depositing funds to cover the summons and complaint and show cause hearing up front to speed up the process. The deposit does not cover other steps that may or may not be necessary depending on the particular circumstances of my case.

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An attorney may not make false or misleading communication about the attorney or the attorney's services. This includes unsubstantiated comparison of the attorney's services or fees with the services or fees of other lawyers.

The term "fast track" is simply used to refer to a litigation strategy and does not indicate the attorney can obtain results faster than other lawyers employing the same litigation strategy.

#### **D. Possible Additional Legal Steps.**

I realize that an eviction is a lawsuit and it is impossible for anyone to predict with certainty the course of events that may transpire. Other steps with corresponding fees or an hourly rate may prove necessary, especially depending on the actions my tenant may take in exercising his or her legal rights, such as but not limited to avoiding service of documents, filing for bankruptcy, or responding to the complaint only in order to avoid default. Therefore, additional deposits may become necessary and I agree to make them when requested.

#### **E. Trial.**

Although it is a very rare exception (well under 5% of cases), I understand that some eviction cases get set for trial. I understand that my Attorney charges \$200.00 per hour for trial and trial preparation over and above other charges. **If payment was by credit or debit card, then the client authorizes these charges to be charged to the same account without additional formal written authorization. Payment in advance is required.**

#### **F. Move-out agreements.**

If a move out agreement is negotiated other than at a hearing I will pay my attorney his hourly rate. **If payment was by credit or debit card, then the client authorizes these charges to be charged to the same account without additional formal written authorization. Payment in advance is required.**

#### **G. Alternative Service.**

I understand that while eviction notices may be served by posting and mailing the summons and complaint must be personally served. Sometimes tenants cannot be served because they simply refuse to answer the door or for other reasons beyond my control or my attorney's control. If a residential tenant cannot be personally served a court order is required to serve the summons and complaint. RCW 59.18.055.

The fees and costs for obtaining this order and having the process server go back to the property and post and mail the pleadings are as indicated in Addendum A.

**If payment was by credit or debit card, then the client authorizes this to be charged to the same account without additional formal written authorization. Payment in advance is required.**

#### **H. Bankruptcy.**

If my tenant files for bankruptcy protection I understand that the eviction automatically stops and I must obtain Relief from the Automatic Stay from the bankruptcy court.

The fees and costs for obtaining relief from stay are as indicated in Addendum A. **If payment was by credit or debit card, then the client authorizes this to be charged to the same account without additional formal written authorization. Payment in advance is required.**

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#### **I. Cancellation.**

I realize that I may cancel the representation at any time but my attorney is entitled to the reasonable value of work performed. This includes but is not limited to drafting documents – whether or not my tenant was served with or actually received them. Although my attorney does not collect a non-refundable retainer, my attorney may retain any funds that are reasonable fees for work performed and/or costs incurred. I may receive less than a full refund.

#### **III. Attorney.**

The Attorney shall be responsible for preparing all legal documents and pleadings regarding the eviction and filing those documents and pleadings. The Attorney shall have the authority to determine the form, language and grammar of all letters, documents and/or pleadings.

I understand that my attorney is working at a discounted rate and does evictions on volume. I understand that to keep fees low and to quote a flat rate my attorney will not automatically forward copies of pleadings or other documents to me. My attorney will forward only those pleadings and other documents that would the attorney exercising reasonable discretion deems important. If additional documents are sent to me at my request I will pay a \$10.00 processing fee plus \$0.20 per page for copies of documents.

#### **IV. Costs.**

1. **Costs that are included in flat fees.** Client is responsible for all costs. Unless otherwise stated, the rates quoted throughout and in addendum A include costs.

The costs estimated in this contract and Addendum A include a clerical fee for such services as standing in line at the clerk's office to file papers and/or obtain certified copies of the writ of restitution, preparing the sheriff's forms and standing in line at the sheriff's civil unit and presenting the writ, and processing payments to the court, sheriff, process servers, etc. The client will neither be refunded the overage nor billed for any shortfall unless, at the reasonable discretion of the attorney, the difference justifies the administrative burden and clerical costs in doing so.

2. **Costs that are NOT included in flat fees.** Some less frequent costs are not included in the flat rates in addendum A. These include additional costs associated with the logistics of serving documents in more remote property locations and additional fees from the sheriff for physical evictions that take more than an hour of the sheriff's time. With the exception of the additional sheriff's fee, these will be discussed in advance.

**If payment was by credit or debit card, then the client authorizes this to be charged to the same account without additional formal written authorization. Payment in advance is required. In particular, I authorize payment of any and all additional sheriff's fees.**

#### **V. Miscellaneous.**

1. **Association with other attorneys.** The Attorney reserves the right to associate with other attorneys in this matter to be billed at a rate no higher than that guaranteed Client by Attorney in this agreement.

2. **Disputes between attorney and client.** This agreement shall be construed and enforced under the laws of the State of Washington without reference to its conflict of laws statutes. The parties agree that any suit arising under the terms of this agreement shall be properly heard in the King County, Washington. The prevailing party will be

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entitled to costs including a reasonable attorney fee.

3. **Chargebacks.** If the client attempts to chargeback card charges for money rightfully owed the attorney the client will be charged any expenses incurred by the attorney including but not limited to bank charges plus a clerical fee of \$100.00 and a late fee of 10% of the outstanding bill. This is separate and in addition to attorney fees and court costs in paragraph 2.

**The client authorizes these charges to be applied to the same credit or debit card account without additional formal written authorization.**

4. **Counterparts/copies.** This agreement may be executed in counterparts, together comprising one agreement. Fax copies are considered originals.
5. **Time is of the essence/Oral authorization for additional billing.** All services will be discussed and agreed to before being rendered. I agree to pay the rates quoted in this agreement an Addendum A without additional written authorization for each charge. Oral authorization is sufficient as time is of the essence.

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### Addendum A

<u>Service Provided</u>	<u>Fees and Costs</u>
Notices	\$85.00
Summons and Complaint	\$150.00
Default (if tenant fails to appear) or	\$375.00
Show Cause Hearing (if tenant appears)	\$675.00
Sheriff Fee	\$100-\$200 The sheriff fee is set by the sheriff in the county where the property is located and may vary by location and/or number of tenants.

### Other Possible Steps

Alternative Service (Only needed if tenant avoids personal service)	\$150.00 (if done when setting a show cause hearing)
Trial	\$200.00 per hour
Bankruptcy – Relief from Stay	\$475.00
Enforcing Move-out agreements (if tenant does not comply with agreement)	\$200.00
Negotiating Move-out Agreements (other than at a hearing)	\$200.00 per hour

No eviction will encompass all the above legal services. The particular combination of steps needed to evict a given tenant depends to a great extent on the actions of the tenant.

These rates include attorney's fees and all costs, such as the sheriff's fee and the court filing fee.

The sheriff may charge additional fees if an eviction takes more than an hour. We do not collect this fee in advance. If the sheriff bills an additional amount we will charge this to the client.

Some geographic areas may necessitate additional charges. These are the exception and include Vashon Island and Snoqualmie. You will be notified in advance if this is an issue.

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Email [questions@accessevictions.com](mailto:questions@accessevictions.com) Fax 1-888-870-0141

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Signatures/Acceptance:

_____ Attorney
Date _____

<p><b>I agree to the terms of the retainer agreement:</b></p> <p>_____</p> <p>Client</p> <p>Date _____</p> <p><b>I agree to the terms of the retainer agreement:</b></p> <p>_____</p> <p>Client</p> <p>Date _____</p>
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