

# FRANK KESSLER, ATTORNEY

## AUTHORITY TO REPRESENT AND RETAINER AGREEMENT

PLEASE TAKE NOTICE: Our office hours are Tuesday through Thursday 9:00 a.m.-5:00 p.m. and 9:00 a.m. - 12 noon on Friday; special appointments available. **VISITS BY APPOINTMENT ONLY**. You may leave a detailed voice mail message during or after those hours.

**I, the undersigned, do hereby retain and employ Frank Kessler, Attorney**, as my attorney to represent me in the obtaining of an agreed divorce WITH MINOR CHILDREN

**I have represented to my attorney that this is to be an "agreed upon divorce"** and that all issues between my spouse and me have been agreed upon. An agreed divorce is one in which my attorney takes the information on a Questionnaire, prepares all legal documents required by the Court and obtains a Final Judgment for Divorce. I will be provided with a copy of same after entry by the Court. I understand that I and my spouse may not be required to attend a court hearing to obtain my divorce.

**As compensation for legal services rendered**, I agree to pay non-refundable legal fees of \$1200.00 plus county filing fees and court costs. I understand and agree that my attorney will not file my divorce until I've paid the balance due in full. If I request changes be made to the legal documents **after** they have been prepared my attorney, he reserves the right to charge an additional amount for any changes. **If requested by me** an additional fee of \$100.00 may be charged for **excessive listing** of assets or debts (more than 5). In the event we change our minds and no longer want a divorce after the legal documents are prepared and filed with the court, there may be a charge to prepare the necessary documents to dismiss the case.

When a house is titled in both names, if I need it, I will pay an additional \$100.00 for the preparation of a Quit Claim Deed or Bill of Sale, **if requested by me**. We recommend that you have a Quit Claim Deed if a house is owned, even if you bought the property before the marriage to avoid any future title problems.

**It is understood and agreed that if the employment does not turn out to be an "agreed divorce" as I have represented and my spouse does not cooperate as I had hoped, I may request additional time to be spent by my attorney on my case and I may be charged an additional amount that I must first authorize after consulting with my attorney. Choosing to pay alimony or the preparation of a Qualified Domestic Relations Order will result in additional attorneys' fees.**

The undersigned understands and agrees that laws concerning bankruptcy and Internal Revenue Service tax considerations or other tax considerations are not included in any representation in this matter and further, that the undersigned has been advised to seek the services of a bankruptcy attorney, if applicable, and a certified public accountant to determine what, if any, tax issues relate to the above-stated matter.

By signing below, I acknowledge that after my attorney files for the divorce in Crossville, TN and, if it is ever necessary to enforce any of the terms of my Final Decree of Divorce, including Post Judgment relief, I will be required to go through the Family Court in Crossville, TN. I acknowledge that my attorney/client relationship ends 30 days after the date my Final Decree of Divorce is entered into the Public Records of Cumberland County, TN. **I authorize my attorney to SHRED MY FILE at the end of that time period**, however, I understand I may request copies later from the Clerk of the Court.

**MAKE CHECKS PAYABLE TO: FRANK KESSLER, ATTORNEY**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021 at Cookeville, Tennessee.

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SIGN HERE