

# Bauer & Associates

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## **ATTORNEYS AT LAW**

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*A Professional Association*

### **WELCOME TO BAUER & ASSOCIATES!**

We look forward to assisting you with your legal needs. In order to effectively help you, we need to obtain certain information about you and provide you with information about our firm.

Please review our *Office Policies* that are attached. If you have any questions or concerns, please make sure to discuss those matters with the attorney.

For our records, you must complete and sign the *Client Information Sheet* attached. By signing this page, you confirm that the information is correct and that you accept our office policies. All information is confidential and subject to the attorney-client privilege.

Unless waived or reduced by the attorney, or the work being performed is based upon a flat fee (eg. estate planning), there is a fee of \$250.00 for the initial office conference.

We look forward to assisting you.

Kirk T. Bauer



### **KIRK T. BAUER, ESQ.**

*Mr. Bauer began the practice of law in 1985 and established the law firm of Bauer and Associates in 1992 in DeLand. He concentrates his practice in business law, real property law, estate planning, probate and probate litigation matters. His son, Jeff, recently joined him as his partner in the firm. The firm represents individuals, public and private corporations, buyers and sellers, and non-profit groups. Mr. Bauer also owns and operates an independent title company, Ability Title, in DeLand.*

*He is a past president of the Volusia County Bar Association and has served on the Statewide Nominating Committee for Workers Compensation Judges, 7th Judicial Circuit Florida Bar Grievance Committee, and other local municipality committees, homeowners' association boards, bank boards, and volunteer positions.*

*Born in Connecticut, he grew up in Branford until high school when he and his family moved to Shelter Island, New York. With his home always being close to water, he spent much time on a boat enjoying fishing and water sports. Following high school, he moved to Florida to attend Stetson University in DeLand and then Stetson Law School in St. Petersburg.*

*Mr. Bauer and his wife, Martha, have four children and six grandchildren. With most of the family living in the DeLand area, they are blessed to be able to spend a great deal of time together. Mr. Bauer is an instrument-rated private pilot and enjoys travel, and in-shore and off-shore fishing.*



### **JEFFREY B. BAUER, ESQ.**

*Jeffrey B. Bauer was born and raised in DeLand, Florida. He attended Stetson University where he received his Bachelor of Arts degree in Business Administration, with a major in Family Enterprise and a minor in Business Law. After graduation, Jeff attended Ave Maria School of Law where he obtained his Juris Doctorate degree.*

*While at Stetson, Jeff owned his own landscaping business, worked for Bauer & Associates, and interned with Judge James Clayton, a long-time Circuit Judge in Volusia County. During and after law school, he continued to be employed at Bauer & Associates where he is now a partner.*

*Jeff is a member of the Florida Bar and Volusia County Bar Association. He concentrates his areas of practice in estate planning, probate, litigation, business law, and real estate matters. Jeff enjoys his time working with clients to assist them through the matters or difficulties they are facing.*

*Jeff is active in the community. He is a board member of the Volusia County Bar Association Young Lawyers Division and a board member of Volusia County Farm Bureau. He lives in DeLand with his wife, Kyndall, who is active in agriculture. They enjoy spending time outdoors - hunting, fishing, riding horses, and raising cattle.*



### **GLENN L. NYE, ESQ.**

*Glenn Nye has over 40 years of experience working with clients in estate planning and probate matters. He completed his Bachelor of Science degree at the University of Florida, Gainesville, his Juris Doctorate degree at Stetson University College of Law, St. Petersburg, Florida and a Masters Degree in Taxation from the University of Miami School of Law, Coral Gables, Florida.*

*His areas of practice include Business & Commercial Law, Business Organizations, Estate Planning, Probate & Estate Administration, Trusts, Wills and Taxation Law.*

*Mr. Nye has served on boards of the West Volusia YMCA, Jewish Federation of Volusia and Flagler County Endowment Committee and is past president of the DeLand Country Club. He is married to Madge and has one son, Gregory.*

# CLIENT INFORMATION SHEET

NAME \_\_\_\_\_ D.O.B. \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME \_\_\_\_\_ D.O.B. \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

BUSINESS PH. \_\_\_\_\_ CELL PH. \_\_\_\_\_ HOME PH. \_\_\_\_\_

OTHER \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_

HOW DID YOU LEARN ABOUT BAUER & ASSOCIATES Attorneys at Law, P.A.?

\_\_\_ Referral from a Friend: Who? \_\_\_\_\_

\_\_\_ Referral from another Attorney: Who? \_\_\_\_\_

\_\_\_ Newspaper: Which one? \_\_\_\_\_

\_\_\_ Internet: Which website? \_\_\_\_\_

\_\_\_ Community Event or Other Advertising: Where: \_\_\_\_\_

\_\_\_ Home Owners Association News Letter: Which One: \_\_\_\_\_

\_\_\_ Other: \_\_\_\_\_

DESCRIBE THE PURPOSE FOR YOUR APPOINTMENT:

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

METHOD OF PAYMENT YOU WILL BE USING TODAY:

CASH \_\_\_\_\_ CHECK \_\_\_\_\_ CREDIT CARD \_\_\_\_\_

The above information is correct.

I/We have read and agree to the attached *Office Policies* of Bauer & Associates.

*Please sign.*

Date: \_\_\_\_\_

\_\_\_\_\_  
Client

\_\_\_\_\_  
Client

## OFFICE POLICIES

1. In most cases attorney fees are based upon the time spent by the attorney and legal assistants who work on your case. Fees are billed in increments of 1/10<sup>th</sup> of an hour, with a minimum of 2/10<sup>th</sup> of an hour, and billing invoices are typically submitted on a monthly basis. The hourly rate for Kirk T. Bauer, Esquire, is **\$400.00** per hour; the hourly rate for Jeffrey B. Bauer, Esquire is **\$300.00** per hour; the hourly rate for Associates is **\$275.00** per hour and the hourly rate for the paralegals is **\$125.00** per hour.
2. In addition to attorney fees, you will be responsible for all costs and expenses associated with your case. These items include such things as court costs, recording fees, photocopy costs, and long distance telephone charges.
3. In most cases we will request that you pay a retainer to cover the initial cost for our services and costs associated with the matter that we are handling for you. The retainer is held in our trust account and amounts are withdrawn to pay the monthly invoice sent to you.
4. If there will be an ongoing relationship on any matter, you may be asked to further sign a client representation agreement that details the terms and conditions for our services.
5. If your case is accepted, you are retaining our entire firm and not just the attorney primarily assigned to your case. It is our policy to provide timely and effective representation. Working on your case as a team allows us to meet that objective. There may be times that you will have correspondence and dealings with paralegals, and other legal staff, at the firm in the handling of your matter. Such paralegals may be your most common contact, however, you have the right to speak with an attorney about your matter at any time. While the firm's paralegals are likely experienced in the matters being handled and can provide you with answers to many of your questions, the paralegals are unable to provide you with legal opinions and you should only rely on the legal opinions given by the firm's attorneys.
6. It is our policy to keep you informed of the status of your case, and we will utilize email and other cost effective means of communication to do so. It is equally important that you promptly respond to our request for information and that you at all times keep us informed of any changes in your contact information.
7. In the event payment of all or part of the reasonable attorney's fee or costs is made by the adverse party pursuant to agreement or court order, such payment shall be credited to any outstanding amount due our firm, and the balance shall be reimbursed to you. In the event our firm receives money on your behalf, it may use such monies to pay any outstanding balance due.
8. In the event we are retained to represent you in a probate matter, you may pay a fee based upon a percentage of the estate assets, we make the following disclosures to you pursuant to FS 733.6171: a. There is not a mandatory statutory attorney fee for estate administration. b. The attorney fee is not required to be based on the size of the estate, and the presumed reasonable fee provided in FS 733.6171 (3) may not be appropriate in all estate administrations. c. The fee is subject to negotiation between the personal representative and the attorney. d. The selection of the attorney is made at the discretion of the personal representative, who is not required to select the attorney who prepared the will. e. The personal representative shall be entitled to a summary of ordinary and extraordinary services rendered for the fees agreed upon at the conclusion of the representation. The summary shall be provided by counsel and shall consist of the total hours devoted to the representation or a detailed summary of the services performed during the representation.
9. We shall have the right to withdraw from representation if you do not make timely payment for services or costs; if you misrepresent or fail to disclose material facts to us; or if you fail to follow the attorney's advice. In any of these events, you agree to execute documents necessary to allow us to withdraw.
10. We shall have a lien on all of your documents, property, or money in the firm's possession for the payment of all sums due to us.
11. You understand and agree that all files are destroyed by the firm seven (7) years after the completion of your case.
12. No guarantees are made concerning the disposition of any phase of the matter or matters for which we have been retained. All statements relative to your case are solely the attorney's professional opinions based upon the facts known at that time by the attorney.
13. All unpaid bills shall bear interest at the highest rate allowed by law if not paid within 30 days. If bills are unpaid, or a mutually agreeable payment schedule is not made and adhered to, you will bear the cost of collection, including reasonable attorney's fees and all collection costs.