SMITH & WILLIAMS

GENERAL CLIENT INTAKE FORM

Thank you for contacting Smith & Williams. This form tells us who you are, what kind of help you need, and who else is involved, so we can check for conflicts and match you with the right attorney. If your matter needs more detail, we may also send you a short form for that practice area.

How to complete this form

- Type directly into this form, or print it and write by hand. Some PDF viewers do not keep typed entries. After saving, close and reopen the file to make sure your answers were saved.
- Answer what you can. If a question does not apply or you are unsure, leave it blank or write a note. We will go over everything at your consultation.
- **Do not** include Social Security numbers, bank account numbers, or passwords. Credit card information goes only in the payment authorization section near the end of this form.
- Because this form includes payment information, please return it through your secure MyCase client portal or in person at our office, not by email. Bring copies of any documents about your matter to your consultation.

> **Time-sensitive:** If you have been served with court papers or have a deadline, tell us in Section 3 and call our office. In a Florida state court lawsuit, you usually have only 20 days to respond.

> **Your privacy:** Your answers are confidential. Florida law protects information you share with us as a prospective client, even if you decide not to hire us.

FOR OFFICE USE ONLY

DATE RECEIVED	ATTORNEY	CONFLICT CHECK (DATE/INITIALS)	CONSULT DATE

SECTION 1 ABOUT YOU

Tell us about the person completing this form.

FULL LEGAL NAME

OTHER NAMES USED (MAIDEN, FORMER, NICKNAME)

DATE OF BIRTH

PREFERRED LANGUAGE

OCCUPATION

HOME STREET ADDRESS

CITY

COUNTY

STATE

ZIP

MOBILE PHONE

OTHER PHONE

PERSONAL EMAIL

Best way to reach you (check all that apply) ☐ Call ☐ Text ☐ Email

May we leave a detailed message at the numbers above? ◯ Yes ◯ No

Are you contacting us on behalf of a business or organization? ◯ Yes ◯ No

BUSINESS OR ORGANIZATION NAME

YOUR TITLE OR ROLE

Will you need an interpreter or other accommodations for meetings? (for example, large-print documents or a virtual meeting) ◯ Yes ◯ No

If yes, please describe (include the language if you need an interpreter).

HOW DID YOU HEAR ABOUT US? (REFERRAL SOURCE)

Have you spoken with or hired another attorney about this matter? ◯ Yes ◯ No

If yes, who, and is that attorney still involved?

SECTION 2 HOW CAN WE HELP?

Check every area that applies. If you are not sure, check "Not sure" and describe your situation below.

This matter is for:

◯ Me ◯ My family member ◯ My business ◯ Someone else

Estate planning

- ☐ Will
- ☐ Power of attorney
- ☐ Lady Bird deed or life estate deed
- ☐ Medicaid or long-term care planning
- ☐ Update an existing estate plan
- ☐ Revocable living trust
- ☐ Health care surrogate and living will
- ☐ Land trust
- ☐ Special needs planning

Probate & trust administration

- ☐ Probate after a death
- ☐ Trust administration
- ☐ Clear title to property after a death
- ☐ Summary administration (smaller estates)
- ☐ Will contest or estate dispute
- ☐ Claim against an estate

Guardianship

- ☐ Guardianship for an adult
- ☐ Emergency temporary guardianship
- ☐ Existing guardianship (reports, changes, or restoring rights)
- ☐ Guardianship for a child or a child's property
- ☐ Guardian advocate (developmental disability)

Business & contracts

- ☐ Form a business
- ☐ Draft or review a contract
- ☐ Partner or co-owner dispute or buyout
- ☐ Non-compete, NDA, or confidentiality
- ☐ Ongoing outside general counsel
- ☐ Operating agreement, bylaws, or shareholder agreement
- ☐ Buy or sell a business
- ☐ Franchise (buying or franchising)
- ☐ Trademark or intellectual property

Real estate

- ☐ Deed preparation or property transfer
- ☐ Commercial lease
- ☐ Title or ownership dispute
- ☐ Homeowners or condo association
- ☐ Purchase or sale of property
- ☐ Residential landlord and tenant
- ☐ Partition (co-owners who disagree)

Civil litigation & disputes

- ☐ I want to bring a claim or lawsuit
- ☐ Demand letter (sending or received)
- ☐ Recover property (replevin)
- ☐ Subpoena
- ☐ I have been sued or served with court papers
- ☐ Collect money or a judgment
- ☐ Injunction
- ☐ Appeal

Employment

- ☐ Wrongful termination
- ☐ Retaliation or whistleblowing
- ☐ Severance agreement review
- ☐ Employer policies, handbooks, or agreements
- ☐ Discrimination or harassment
- ☐ Unpaid wages or overtime
- ☐ Non-compete enforcement or defense

Other

- ☐ Not sure what type of matter this is
- ☐ Something else (describe below)

BRIEFLY DESCRIBE YOUR SITUATION AND WHAT YOU NEED

SECTION 3 TIMING & DEADLINES

Have you been served with, or received, any court papers, a demand letter, or a government notice? ◯ Yes ◯ No

If yes, what did you receive, and on what date?

Is there a deadline, court date, closing, or signing date coming up? ◯ Yes ◯ No

If yes, what is the date and what happens on that date?

How soon do you need help?

◯ Emergency (days) ◯ Within 2 weeks ◯ Within 30 days ◯ No rush

How would you like to meet?

◯ In person ◯ Phone ◯ Video (Zoom) ◯ No preference

BEST DAYS AND TIMES TO REACH YOU

SECTION 4 OTHER PEOPLE & BUSINESSES INVOLVED

We check every name for conflicts of interest before your consultation. List everyone involved, including family members, the other side, co-owners, and any attorneys.

Full name of person or business	Role (opposing party, co-owner, family, etc.)	City & state	Their attorney (if known)

SECTION 5 YOUR GOALS & DOCUMENTS

WHAT WOULD A SUCCESSFUL OUTCOME LOOK LIKE FOR YOU?

LIST ANY DOCUMENTS YOU HAVE ABOUT THIS MATTER (FOR EXAMPLE, CONTRACTS, COURT PAPERS, LETTERS, WILLS, DEEDS, OR EMAILS AND TEXTS)

Documents: Keep your originals and bring copies to your consultation or upload them through your client portal. Please do not throw away, delete, or alter any papers, texts, emails, or social media posts about this matter.

SECTION 6 FEES & PAYMENT

Hourly fee agreement

Unless my written engagement agreement sets a different fee (for example, a flat fee for a defined project such as an estate plan or a deed), Smith & Williams, PLLC provides its services on an **hourly rate** basis. If the firm agrees to represent me (or the business I represent), I understand that:

- I will be billed for all time the attorneys and staff spend on my matter, including meetings, calls, emails, research, drafting, negotiation, travel, and court appearances, at the hourly rates stated in my written engagement agreement.
- I am also responsible for out-of-pocket costs, such as filing and recording fees, service of process, court reporters, mediators, and expert witnesses.
- Fees and costs are owed regardless of the outcome. The firm cannot guarantee any result.
- The firm may require an advance deposit (retainer), which is held in the firm's trust account and applied to invoices. I may be asked to replenish it as it is used.
- If invoices are not paid when due, the firm may stop work or withdraw from my matter as permitted by the Rules Regulating The Florida Bar.

☐ **I have read and understand that the firm's services are billed at an hourly rate unless my written engagement agreement says otherwise, and I accept my obligation to pay the fees and costs described above.**

Employment matters only

Complete only if your matter involves your job or a former job.

☐ **I understand that employment matters use a combined fee.** In addition to hourly fees, I am responsible for funding my case (including filing, deposition, mediator, and expert fees, whether or not I win), and the firm will receive a percentage of every settlement, judgment, award, or other recovery, as stated in a written engagement agreement signed by me and the firm.

Credit card payment authorization

Card type

◯ Visa ◯ Mastercard ◯ American Express ◯ Discover

NAME AS IT APPEARS ON CARD

CARD NUMBER

EXPIRATION (MM/YY)

BILLING STREET ADDRESS

CITY

STATE

ZIP

CARDHOLDER PHONE

EMAIL FOR RECEIPTS

I authorize Smith & Williams, PLLC to charge this card for (check all that apply):

☐ Consultation fee

☐ Initial retainer deposit

☐ Invoices and retainer replenishments as they come due under my engagement agreement

CONSULTATION FEE AMOUNT

RETAINER DEPOSIT AMOUNT

Is the cardholder the client? ◯ Yes ◯ No, someone else is paying

> **Third-party payment:** If someone other than the client pays, the firm still represents only the client. Paying does not give the cardholder any right to direct the matter or to receive the client's confidential information.

I authorize Smith & Williams, PLLC to charge the card above for the items checked. This authorization stays in effect until I revoke it in writing. I agree to contact the firm about any billing question before disputing a charge with my card issuer.

☐ **I am the authorized cardholder, and I approve the charges described above.**

CARDHOLDER SIGNATURE

PRINTED NAME

DATE

SECTION 7 ADDITIONAL INFORMATION & SIGNATURE

ANYTHING ELSE WE SHOULD KNOW, INCLUDING QUESTIONS FOR YOUR ATTORNEY

Acknowledgment

By signing below, I confirm that: (1) the information in this form is true and complete to the best of my knowledge; (2) submitting this form or meeting for a consultation does not create an attorney-client relationship, and Smith & Williams, PLLC will represent me only after we both sign a written engagement agreement; (3) until then, the firm is not responsible for any deadline in my matter, and I understand that important legal deadlines may apply; and (4) the firm may rely on this information in evaluating my request. I understand that the information I share will be kept confidential as required by the Rules Regulating The Florida Bar, even if the firm does not represent me.

Prospective client

SIGNATURE	PRINTED NAME	TITLE (FOR A BUSINESS)	DATE