SMITH & WILLIAMS

BUSINESS & CONTRACTS CONSULTATION FORM

Thank you for choosing Smith & Williams. Whether you are starting a company, signing an important contract, resolving a dispute with a partner, or looking for ongoing general counsel, this form helps us understand your business and what you need before we meet.

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. Gather the documents listed near the end of this form and bring copies to your consultation.

Which sections apply to you?

IF THIS DESCRIBES YOU	COMPLETE
Everyone	**Sections 1 to 4 and 11 to 15**
You need a contract drafted, reviewed, or negotiated, or a contract has been broken	**Also complete Sections 5 and 6**
You are buying, selling, or investing in a business, or raising money	**Also complete Section 7**
You have a disagreement with a co-owner, or want to buy out or exit from a business	**Also complete Section 8**
Franchise, commercial lease, or employee and contractor matters	**Also complete Sections 9 and 10**

> **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)

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 ABOUT YOUR BUSINESS

If your business is not formed yet, describe what you plan to do and skip what does not apply.

LEGAL NAME OF BUSINESS

TRADE NAME OR D/B/A (IF ANY)

Type of business

◯ LLC (single-member) ◯ LLC (multi-member) ◯ Corporation
◯ S corporation ◯ Partnership or LP ◯ Sole proprietorship
◯ Nonprofit ◯ Not yet formed ◯ Not sure

STATE WHERE FORMED

DATE FORMED

FLORIDA DOCUMENT NUMBER (SUNBIZ)

INDUSTRY

PRINCIPAL BUSINESS ADDRESS

WEBSITE

NUMBER OF EMPLOYEES

NUMBER OF 1099 CONTRACTORS

LOCATIONS OR STATES WHERE YOU OPERATE

Approximate annual revenue

- ◯ Not yet operating
- ◯ Under $250,000
- ◯ $250,000 to $1 million
- ◯ $1 million to $5 million
- ◯ $5 million to $25 million
- ◯ Over $25 million

Owners, members, or shareholders

Full name	Ownership %	Title or role	Money or property contributed	Active in business? (Y/N)

Company records and compliance

Which of these does your business have? (check all that apply)

- ☐ Articles of organization or incorporation
- ☐ Bylaws
- ☐ Buy-sell agreement
- ☐ Meeting minutes or written consents
- ☐ Business licenses and permits
- ☐ None of these
- ☐ Operating agreement
- ☐ Shareholder agreement
- ☐ Partnership agreement
- ☐ EIN from the IRS
- ☐ Registered trademark
- ☐ Not sure

Is your Florida annual report filed and the company in active status? ◯ Yes ◯ No ◯ Not sure

REGISTERED AGENT

ACCOUNTANT OR CPA

Business insurance you carry (check all that apply)

- ☐ General liability
- ☐ Cyber
- ☐ Property
- ☐ Professional liability
- ☐ Workers' compensation
- ☐ None
- ☐ Directors and officers
- ☐ Commercial auto
- ☐ Not sure

SECTION 3 HOW CAN WE HELP?

Check everything that applies to your request:

- ☐ Form a new business
- ☐ Draft a contract
- ☐ Negotiate a deal
- ☐ Collect money owed to my business
- ☐ Raise money or bring in investors
- ☐ Buy out a partner or exit the business
- ☐ Commercial lease
- ☐ Non-compete, NDA, or confidentiality
- ☐ Business succession planning
- ☐ Licensing or regulatory issue
- ☐ Other
- ☐ Draft or update an operating agreement or bylaws
- ☐ Review a contract before I sign
- ☐ A contract was broken (breach)
- ☐ Buy or sell a business
- ☐ Partner or co-owner dispute
- ☐ Franchise (buying or franchising)
- ☐ Employee or contractor agreements
- ☐ Trademark or protect intellectual property
- ☐ Ongoing outside general counsel
- ☐ Close or dissolve the business

IN YOUR OWN WORDS, WHAT IS GOING ON AND WHAT DO YOU NEED?

SECTION 4 TIMING & DEADLINES

Is there a deadline we should know about? (for example, a signing date, closing date, response deadline, or court date) ◯ Yes ◯ No

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

Have you already signed anything related to this matter (letter of intent, term sheet, contract, or agreement)? ◯ Yes ◯ No

If yes, what and when?

How urgent is this for you?

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

SECTION 5 CONTRACT DETAILS

Complete if you need a contract drafted, reviewed, negotiated, or enforced. Use Section 14 for more contracts.

TYPE OR TITLE OF CONTRACT | **DATE SIGNED OR PROPOSED** | **CONTRACT VALUE**

Party name	Role in contract (buyer, seller, vendor, etc.)	Represented by an attorney? (Y/N)

Who drafted the contract?

◯ Our side ◯ The other side ◯ A template ◯ Not drafted yet

Is the contract in writing?

◯ Yes, fully ◯ Partly (emails or texts) ◯ No, verbal only

LENGTH OF CONTRACT (TERM)

RENEWAL OR TERMINATION TERMS

Does the contract include any of these? (check all that apply)

- ☐ Personal guarantee
- ☐ Confidentiality
- ☐ Venue or choice of law (another state)
- ☐ Liquidated damages or penalties
- ☐ Indemnification
- ☐ Not sure
- ☐ Non-compete or non-solicitation
- ☐ Arbitration requirement
- ☐ Attorney's fees for the winner
- ☐ Automatic renewal
- ☐ Limitation of liability

WHICH TERMS CONCERN YOU MOST, OR WHAT DO YOU WANT THE CONTRACT TO ACCOMPLISH?

SECTION 6 CONTRACT DISPUTE OR BREACH

Complete if someone has not done what they agreed to, or someone says you have not.

Who do you believe broke the agreement?

◯ The other side ◯ Our side is accused ◯ Both ◯ Not sure

DATE THE PROBLEM STARTED

AMOUNT OF MONEY AT STAKE

HOW YOU CALCULATED THAT AMOUNT

WHAT HAPPENED? PLEASE INCLUDE DATES, WHAT WAS PROMISED, AND WHAT WAS OR WAS NOT DONE.

Have you sent or received a demand letter, notice of default, or notice to cure? ◯ Yes ◯ No

If yes, who sent it, when, and what did it say?

Has anyone threatened to sue, or has a lawsuit or arbitration been filed? ◯ Yes ◯ No

If filed, list the court or arbitration forum, county, case number, and the date you were served.

Time-sensitive: If you have been served with a lawsuit in a Florida state court, you usually have only 20 days to respond. Florida generally allows five years to sue on a written contract and four years on an oral one, but some contracts and laws shorten these deadlines. Please contact us right away.

Have you notified your insurance company about this dispute? ○ Yes ○ No

Have there been any settlement discussions or offers? ○ Yes ○ No

If yes, please describe.

SECTION 7 BUYING, SELLING, OR INVESTING

Complete if you are buying or selling a business, merging, bringing in investors, or raising money.

Type of transaction

- ○ Buying a business
- ○ Selling my business
- ○ Buying or selling an ownership share
- ○ Merger
- ○ Bringing in an investor
- ○ Loan to or from the business
- ○ Joint venture
- ○ Other

OTHER PARTY (BUYER, SELLER, INVESTOR)

PRICE OR AMOUNT

TARGET CLOSING DATE

How will it be paid for? (check all that apply)

- ☐ Cash at closing
- ☐ Bank or SBA loan
- ☐ Seller financing
- ☐ Stock or ownership
- ☐ Earn-out
- ☐ Not decided

What is being bought or sold?

○ The company's assets ○ Ownership interest (stock or membership) ○ Not sure

What has happened so far? (check all that apply)

- ☐ Letter of intent or term sheet signed
- ☐ Financial records exchanged
- ☐ Valuation done
- ☐ Broker involved
- ☐ Lender involved
- ☐ Purchase agreement drafted

Does the deal include real estate, a lease assignment, or employees transferring? ○ Yes ○ No

If yes, please describe.

WHAT MATTERS MOST TO YOU IN THIS DEAL?

SECTION 8 CO-OWNER DISPUTES, BUYOUTS & EXITS

Complete if you have a disagreement with a partner, member, or shareholder, or want to buy someone out or exit.

What best describes the situation? (check all that apply)

- ☐ We disagree on how the business is run
- ☐ Concerns about money or records
- ☐ I was removed or locked out
- ☐ Someone wants to leave
- ☐ A co-owner died or became disabled
- ☐ Other
- ☐ Deadlock on major decisions
- ☐ A co-owner is not doing their share
- ☐ Distributions withheld
- ☐ Buyout negotiation
- ☐ Divorce affecting ownership

Does your operating, shareholder, or buy-sell agreement say what happens in this situation? ◯ Yes ◯ No

If yes, what does it say (if you know)?

Is the business still operating normally? ◯ Yes ◯ No ◯ Partly

Do you currently have access to the books, bank accounts, and records? ◯ Yes ◯ No ◯ Partly

YOUR ESTIMATE OF THE BUSINESS'S VALUE

HOW THAT VALUE WAS DETERMINED

DESCRIBE THE DISAGREEMENT AND WHAT OUTCOME YOU WANT (FOR EXAMPLE, STAY AND FIX IT, BUY THEM OUT, OR SELL AND LEAVE).

SECTION 9 FRANCHISE & COMMERCIAL LEASE

Franchise

Which describes you?

- ◯ Buying a franchise
- ◯ Want to franchise my business
- ◯ Current franchisee
- ◯ Does not apply

FRANCHISE BRAND OR FRANCHISOR

DATE YOU RECEIVED THE FDD

FRANCHISE FEE

TERRITORY

TERM AND RENEWAL

> **Before you sign:** Federal law generally requires a franchisor to give you its Franchise Disclosure Document (FDD) at least 14 calendar days before you sign a binding agreement or pay any money. Please do not sign or pay until we have reviewed it.

FRANCHISE CONCERNS OR DISPUTES

Commercial lease

Which describes you? ◯ Tenant ◯ Landlord ◯ Does not apply

PROPERTY ADDRESS | MONTHLY RENT | LEASE TERM

Status

◯ Negotiating a new lease ◯ Renewal ◯ Dispute
◯ Default or unpaid rent ◯ Want to get out of the lease

Is there (or will there be) a personal guarantee? ◯ Yes ◯ No

LEASE CONCERNS

SECTION 10 EMPLOYEES & CONTRACTORS

Which of these do you have? (check all that apply)

☐ Written employment agreements
☐ Employee handbook
☐ Confidentiality agreements
☐ Arbitration agreements
☐ Independent contractor agreements
☐ Non-compete or non-solicitation agreements
☐ Commission or bonus plans
☐ None of these

Is any worker or former worker making a claim against the business (for example, unpaid wages, discrimination, or a government agency complaint)? ◯ Yes ◯ No

If yes, please describe and include any agency name and deadline.

Do you need to enforce, or defend against, a non-compete or confidentiality agreement? ◯ Yes ◯ No

If yes, please describe.

SECTION 11 OTHER PEOPLE & BUSINESSES INVOLVED

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

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

SECTION 12 YOUR GOALS & HOW WE WORK TOGETHER

WHAT WOULD A SUCCESSFUL OUTCOME LOOK LIKE FOR YOU?

What type of help are you looking for?

- ◯ A one-time project
- ◯ Ongoing outside general counsel
- ◯ Not sure yet
- ◯ Help with a dispute
- ◯ Advice now and help as needed

WHO MAKES FINAL DECISIONS FOR THE BUSINESS ON THIS MATTER?

THEIR TITLE

SECTION 13 DOCUMENTS TO GATHER

Please gather copies of the following, if you have them (check what you have):

- ☐ Articles of organization or incorporation
- ☐ The contract or proposed contract
- ☐ Emails, texts, and letters about the matter
- ☐ Invoices, receipts, and payment records
- ☐ Franchise Disclosure Document
- ☐ Insurance policies
- ☐ Operating agreement, bylaws, or shareholder agreement
- ☐ Letters of intent or term sheets
- ☐ Demand letters, notices, or court papers
- ☐ Financial statements or tax returns
- ☐ Commercial lease
- ☐ Employee or contractor agreements

Documents: Keep your originals. 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 14 FEES & PAYMENT

Hourly fee agreement

Smith & Williams, PLLC provides business and contract legal 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 this is an hourly rate service, and I accept my obligation to pay the fees and costs described above.**

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 15 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