

Initial Intake Fee Agreement

This agreement is made between James Swiderski, hereinafter "Attorney" and _____, hereinafter "Client."

- 1. Services Provided.** Attorney will represent Client in filing an Arbitration claim against OpenSea with JAMS. Attorney may refuse to file a case in his sole discretion if the case is deemed to lack merit.
- 2. Fees.** Attorney will be paid for time spent at an hourly rate of \$300 per hour, with an initial refundable retainer of \$1500, replenished on request of Attorney. If the Attorney finds the case to be without merit and declines to file the case with JAMS, Attorney will provide a written opinion as to the reasons for his decision, for which Client agrees to pay \$300. The balance of the retainer will be refunded to the Client. Client may obtain a full refund of even this \$300 upon his or her assertion that Attorney's written opinion provided no value to him at all.
- 3. Complete Agreement.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promises made on or before the effective date of this agreement will be binding on the parties.
- 4. Contact Information.** Attorney and Client shall communicate primarily by email. Attorney's email address is Law@WhatIsTheLaw.com. Client's email address is _____ . All notices will be sent to these email addresses.
- 5. Effective Date.** No attorney client relationship exists until all of the following have taken place: (1) Client signs this agreement and pays the initial retainer, and (2) Attorney signs the agreement and sends a fully executed copy of the agreement to Client.
- 6. Arbitration between us if we have a dispute.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial (not consumer rules) Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each of us pays half the cost of the arbitration and arbitrator fees.

Dated:
CLIENT: _____

Dated:
ATTORNEY: _____