



RETAINER AGREEMENT

This is an agreement between **LEAH A. MARTIN, ESQ., P.C.** (hereinafter referred to as “Attorney”) and **SOUTHERN NEVADA ANTHROPOMORPHIC EVENTS** (hereinafter referred to as “Client” or “Clients”). Unless a different Agreement is made in writing, this Agreement alone shall govern the Attorney’s and Client’s respective rights and responsibilities. It is specifically understood that the Attorney’s representation is limited to specific entity named as Client, and that the Attorney is not representing or expected to represent any other person or entity not named herein as Client.

The Client retains **LEAH A. MARTIN, ESQ., P.C.** to represent it in regard to business legal services. The terms of representation are as follows:

1. **ATTORNEY’S FEE** shall be calculated based on the time billed for the work completed at the standard hourly rates for each billable team member as set forth in the final page of this Agreement. Client will be charged for all case related activities, which shall include, among other tasks, any verbal or written communications. Client will be billed in 1/10th of an hour increments. Fees may be raised with 30 days’ advance written notice to Client.
2. **COSTS:** Client shall be responsible for all costs of suit and expenses of representation. Such costs include filing fees, service costs, postage, runner services, and copy charges.
3. **RETAINER:** Client shall provide Attorney a retainer in the amount of \$2,000.00 prior to the onset of representation. The retainer will be held in trust until the conclusion of representation and shall be applied to the final bill or at the Attorney’s discretion. If any portion of the retainer remains after application to the final billing, the remaining portion will be returned to the Clients within 30 days. In the event that funds are drawn from trust either to cover advance case costs or due to Client's failure to make timely payment, Client agrees to replenish the retainer within 7 days if requested by Attorney.
4. **BILLING:** Attorney will, at a minimum, provide Client a statement on a monthly basis, detailing the work completed, as well as the fees and costs accrued. Unless other payments are made in advance, the balance will be charged to the credit/debit card listed below, or submitted through our online portal or via telephone, on the 15th day of each month.
5. **UNPAID BALANCES:** If payment in full is not made within 15 days of invoice, interest will be charged at the rate of 2% per month. Attorney reserves the right to immediately cease work if payments become past due and no payment plan is reached.

Client Initials: KML



6. **CLIENT HEREBY AUTHORIZES** the Attorney to take whatever actions the Attorney deems reasonable and advisable in this matter. Client consents to receiving communications from the Attorney which includes phone calls, emails, SMS text messages, and other forms of electronic communications. Client may opt out of any form of communication from the Attorney at any time.

7. **DUTIES AND RESPONSIBILITIES OF CLIENT:** Client agrees to the following:
 - a. Always disclose the complete and accurate facts of the matter.
 - b. Provide the most complete information possible.
 - c. Make this information available to the Attorney as needed.
 - d. Make no statement that is knowingly false or misleading.
 - e. During the course of our relationship, report any changes in client's personal or professional life which may affect the Attorney's representation.
 - f. Make known to the Attorney any information or data which affects this matter as soon as it may develop.
 - g. Alert the Attorney to any change of contact information.

8. **WITHDRAWAL BY THE ATTORNEY** may be made at any time for any reason upon written notice to Client's last known address. Client will remain responsible for all fees and costs accrued through the date of withdrawal.

9. **TERMINATION OF THE ATTORNEY** may be made at any time for any reason upon written notice to Attorney. Client will remain responsible for all fees and costs accrued through the date of termination.

10. **NO GUARANTEE AS TO RESULT:** Client acknowledges that the Attorney has made no warranties or guarantees as to the success, value, timing and outcome of this matter.

11. **SERVICES NOT COVERED BY THIS AGREEMENT:** If additional legal services are necessary that are outside the scope set forth above, additional fee arrangements must be made by the Attorney and Client. Absent further agreement, the Attorney will be under no obligation to pursue any of these actions.

Client Initials: KML



12. **POWER OF ATTORNEY:** The Attorney is hereby granted full power of attorney so that Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, releases, checks, authorizations and papers as shall be reasonably necessary to handle and to conclude this representation including settlement documents. The Attorney is also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this agreement.
13. **FEE DISPUTES:** Attorney and Client agree that any fee dispute arising from the subject representation be within the jurisdiction of courts situated in Clark County, Nevada.
14. **CLIENT'S RECEIPT OF AGREEMENT AND ACKNOWLEDGEMENT OF TERMS:** Client acknowledges that its representative has read and fully understands all of the terms and conditions of this Agreement. If Client wishes to do so, Client may seek outside review of this contract by another lawyer.

DATED this Jul 5, 2023.

Kyler M. Loudermilk

Kyler M. Loudermilk (Jul 5, 2023 15:05 EDT)

CLIENT

LEAH A. MARTIN, ESQ., P.C.

By: _____

Leah A. Martin, Esq. *^a
Kevin Hejmanowski, Esq. *
Erik Simpson, Esq. *
Brolin Frasher, Esq. *
Gregory Gutierrez, Esq. ^a



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FEE SCHEDULE

Partner Leah Martin: \$495/hour

Senior Attorney Kevin Hejmanowski: \$390/hour

Senior Attorney Erik Simpson: \$375/hour

Associate Brolin Frasher: \$350/hour

Associate Stephen Johnston: \$350/hour

Associate Gregory Gutierrez: \$300/hour

Law Clerks: \$200/hour

Paralegals: \$150/hour

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