

COURT SOURCE, INC.

**CONTRACT FOR COURT DOCUMENT PREPARATION SERVICES WITH DISCLOSURE**

This Contract for Court Document preparation Services (this "Contract") is made effective as of (DATE) 9/7/2021, by and between Court Source, Inc., a Florida Corporation, with its principal office of business activity located at 4451 S Pine Avenue, Ste2 Ocala, FL 34480 . whose mailing address is Post Office Box 1011, Silver Springs, Florida 34489 for purposes of mailing under this contract and ( NAME[S] OF CLIENT[S]) Kristian Gomez

\_\_\_\_\_ of  
(ADDRESS[ES] OF CLIENT[S] IN ORDER OF NAME[S])

\_\_\_\_\_. In this Contract, the party or parties who is contracting to receive services will be referred to hereinafter singularly or collectively as "Client," and the party who will be providing the services will be referred to hereinafter as "CS". The Client hereby designates:

(EMAIL ADDRESS) adlane230@yahoo.com as his/her email address for purposes of this contract.

**1. DISCLOSURE FROM NONLAWYER** CS or any affiliates or representatives thereof may not give legal advice, cannot tell you what your rights or remedies are, cannot tell you how to testify in court, and cannot represent you in court. Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar and who performs specifically delegated substantive legal work for which a member of The Florida Bar is responsible. Only persons who meet the definition may call themselves paralegals. CS or any affiliates or representatives thereof are non-lawyers and cannot call themselves paralegals. CS or any affiliates or representatives thereof may only type the factual information provided by the Client in writing to fill in the blanks on the form. CS or any affiliates or representatives thereof may not help the Client fill in the form and may not complete the form for the Client. If using a form approved by the Supreme Court of Florida, CS or any affiliates or representatives thereof, may ask the Client factual questions to fill in the blanks on the form and may also tell the Client how to file the form.

**2. (IF APPLICABLE) NOTICE TO DEBTOR BY NON-ATTORNEY BANKRUPTCY PETITION PREPARER**

I/CS am a bankruptcy petition preparer. I/CS am not an attorney and may not practice law or give legal advice. Before preparing any document for filing as defined in § 110(a)(2) of the

Bankruptcy Code or accepting any fees, I am required by law to provide you with this notice concerning bankruptcy petition preparers. Under the law, § 110 of the Bankruptcy Code (11 U.S.C. § 110), I am

forbidden to offer you any legal advice, including advice about any of the following:

- whether to file a petition under the Bankruptcy Code (11 U.S.C. § 101 et seq.);
- whether commencing a case under chapter 7, 11, 12, or 13 is appropriate;
- whether your debts will be eliminated or discharged in a case under the Bankruptcy Code;
- whether you will be able to retain your home, car, or other property after commencing a case under the Bankruptcy Code;
- the tax consequences of a case brought under the Bankruptcy Code;
- the dischargeability of tax claims;
- whether you may or should promise to repay debts to a creditor or enter into a reaffirmation agreement with a creditor to reaffirm a debt;
- how to characterize the nature of your interests in property or your debts; or
- bankruptcy procedures and rights or have applied the law to your legal situation

In addition, under 11 U.S.C. § 110(h), the Supreme Court or the Judicial Conference of the United States may promulgate rules or guidelines setting a maximum allowable fee chargeable by a bankruptcy petition preparer. As required by law, I have notified you of this maximum allowable fee, if any, before preparing any document for filing or accepting any fee from you.

**3. DESCRIPTION OF SERVICES.** Beginning immediately on the date of this contract inclusive of the time taken to intake client information which represents parcel and part of services rendered and work performed under the contract, where not otherwise prohibited by law, CS will provide to the Client the services described in the attached Exhibit (collectively, the "Services"). These services shall be limited in scope to the intake and preparation of the paperwork described in either electronic or paper format providing up to one copy of the contracted court documents. CS is not in any manner whatsoever responsible for the filing of any documents or obligated to extract information from the client. The burden of providing information to be incorporated into the court documents shall be that of the Client. CS is not responsible for providing any additional copies or making any changes to court documents other than the information initially provided and verified as true and complete by the client by signing the intake forms. **CS does not file the documents but prepares the court documents and the paperwork is the work product of this contract.**

**4. PAYMENT FOR SERVICES.** In exchange for the Services Client will pay compensation to CS for the Services in the amount of \$349.00. This will be payable in a PARTIAL sum Prior to the commencement of court document preparation services in the amount of \$299. The Client will still be required to pay the remaining \$50.00 fee prior to the release of the work product. CS at its discretion may waive any fees in writing at the termination of this contract. However, no waiver of fees shall be assumed unless a waiver is provided in writing by CS. The payment shall constitute partial payment on the contract. Any work above and beyond the intake of the information and preparation of those court documents with that information, in accordance with law, shall be charged at the rate of \$85.00 per hour rounded to the nearest quarter hour

increment.

**5. NO DOCUMENTS WILL BE RELEASED UNTILL ALL SUMS OR FEES ARE PAID IN FULL**

The parties to this contract understand and agree no court documents will be released until all sums or fees are paid in full including any additional fees by CS for any work or services that are above and beyond the preparation of the court documents.

**6. SERVICES AND COSTS ABOVE AND BEYOND THE COURT DOCUMENT PREPARATION SERVICES ARE ADDITIONAL.**

Any additional services above and beyond the Court Document Preparation are additional services billed at the rate of Eighty-Five Dollars an hour billed, at minimum, to the nearest quarter hour increment. CS takes your information from the intake forms and prepares your documents with that information or will make changes to your court documents only if those changes are provided in writing within five calendar days after the court documents are received. CS will include a *maximum of fifteen minutes* of phone call time initiated by the Client on one or divided between a maximum of two phone calls after services begin including time to review voicemail for purposes of checking on the status of paperwork or calls for any other reason whatsoever. Any other phone calls or other services will be billed at the rate described herein. If any additional scheduled in office appointment is needed it will be billed at the rate of one hundred dollars for up to thirty minutes, but at minimum, it will be billed at one hundred dollars and thereafter at eighty-five dollars per hour. If the appointment is unscheduled it will be billed at One Hundred Fifty Dollars for up to thirty minutes but at minimum, it will be billed at one hundred fifty dollars and thereafter at eighty-five dollars an hour. Copies will be charged at the rate of fifteen cents per page and facsimile transmissions will be charged at the rate of two dollars per page sent or received in addition to the time taken to perform these services. Mailings and cost of postage shall include the actual postage spent and the time taken to perform the services. All other services above and beyond strictly preparing the court documents are billed at eighty-five dollars an hour. Any and all services beyond the initial intake and preparation of the court documents are deemed additional services and this shall be the definition of the services in this contract. The Client consents and accepts responsibility for any additional charges he or she may incur by virtue of requesting or by his or her actions in contacting CS. CS shall not be required to notify the Client that he or she has incurred additional costs but the actual request of any additional services shall by his or her actions constitute knowing that he or she has requested these services.

**7. TIME FOR PERFORMANCE IS NOT OF THE ESSENCE** The parties agree that time is *NOT* of the essence in the completion of the work described in this contract. All parties shall act to complete the work described within a reasonable time. The performance of this contract is contingent upon the Client providing CS with all of the information to be incorporated into the court documents. Oftentimes information is missing and will prevent work from being completed therefore, at times, delay is inevitable. The parties to this Contract agree that there are no promises, guarantees, representations, agreements, understandings that the work product will be completed or received by the Client within any specific time whatsoever. The parties agree that changes to any court documents will cause extraordinary and additional delay. The parties agree

that if one of the parties allege time for performance is not reasonable that party has an affirmative duty to notify the other party in writing as described in “**NOTICES, DEFAULTS AND REMEDIES**” clause of this contract. Otherwise the parties agree that the time for performance is reasonable until at such time that a party to this contract officially notifies the other party that the time frame is not reasonable in writing by certified return receipt mail as described in the clause pertaining to same.

**8. STATUTE OF LIMITATIONS CLAUSE.**

The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

**8. INDUCEMENT TO ENTER THIS CONTRACT**

No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made or relied upon by the Parties in entering this contract and if a fraudulent inducement to enter this contract were committed it should not vitiate this contract as agreed by the parties hereto

**9. NONREFUNDABLE FEE FOR RETENTION OF SERVICES FEE DEEMED**

**EARNED UPON RECEIPT** The parties to this contract agree that all monies paid pursuant to this contract are strictly nonrefundable and deemed earned upon payment tendered for the retention of company time and resources secured for services and work performed for intake of information for court document preparation services, the actual company time utilized in the interview and purchase and use of the Client questionnaire, to accept employment from the client and thus not accept employment from adverse parties, to accept communications from the client and to allocate resources for production depriving CS of the opportunity and bearing the opportunity cost of not having time for other potential customers, to retain and secure the privacy information of the client and to safeguard said privacy at the expense of potential liability, and to otherwise do what CS would normally not do thus providing sufficient and just consideration in performance by CS as agreed by the parties to this contract.

**10. IDEMNIFICATION** The Client agrees to indemnify and hold harmless CS against loss or threatened loss or expense by reason of the liability or potential liability of the CS for or arising out of any claims for damages.

**11. TERM.** This Contract will terminate upon the customer receiving the legal documents as otherwise specified in Exhibit A to this contract. The documents shall be deemed received when the Client actually receives the documents or five calendar days from the day the documents are mailed whichever event occurs first in time.

**12. CONFIDENTIALITY.** CS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CS, or divulge,

disclose, or communicate in any manner, any information that is proprietary to Client. CS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This means that if you get anybody else to contact you about your *case*, *we will not speak to them even with written permission* and if a third-party contacts us about your case and it is reasonably believed that the Client initiated this *you will be subject to additional charges*. This provision will continue to be effective after the termination of this Contract. Any party not a party to this contract shall be considered a “third party” for purposes of this contract.

### **13. (IF APPLICABLE) BANKRUPTCY CODE BANKRUPTCY PETITION PREPARER SELF-HELP SERVICES**

If you are filing bankruptcy paperwork this contract clause may be applicable to you if not it does not affect the integrity of this contract as a whole or affect the other clauses. If Exhibit “A” to this contract lists bankruptcy documents as the service you are getting from CS then this clause may be applicable to you. This contract is between CS as mentioned throughout this contract, this clause is parcel and part of your contract for court document services as applicable, a non-lawyer debt relief agency/service provider and you, the consumer, for bankruptcy petition preparation services described in the Bankruptcy Code. I/ CS am the “bankruptcy petition preparer” and you are the “customer.”

A. You should read and understand this clause and the entire contract before you sign it. You should understand the kinds of services that I /CS can and cannot perform for you.

B. I/ CS am a Debt Relief Agency and will help you file for bankruptcy relief under the bankruptcy code.

C. I/ CS am not an attorney. I cannot perform the legal services that an attorney performs. I cannot engage in the practice of law.

D. I/CS will prepare your bankruptcy petition and accompanying official forms, under your direction, for the flat fee of \$249.00. This fee does not include the court filing fee, photocopy services, or the preparation of any forms that may be required after your bankruptcy filing date.

E. I/CS have advised maximum fee allowed for these services in the Middle District of Florida or the District for which you are filing bankruptcy.

F. You are representing yourself and are responsible for making your own legal choices and acquiring the necessary information to do so in an informed manner.

I. If you the Client are filing bankruptcy and it is listed in your contract I/CS will prepare the following documentation: The documents described in EXHIBIT A to this Contract.

One photocopy of your original bankruptcy documentation

You agree that neither I nor any other agent of this office are making any warranty or other promise to you or to any other party, except to accurately type your bankruptcy petition according to your instructions. You will review all papers before they are sent to the court and take full responsibility for omissions, additions and incorrect statements. Once the documents are received **you must provide any corrections in writing within Two Calendar Days or CS will not make any changes or may charge you for additional services.**

**14. NOTICES, DEFAULTS AND REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any

provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have **30 days** from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

Notwithstanding the above provision, the Client shall notify CS **within two calendar days** in writing by certified mail, return receipt requested of any violation of the terms of this contract. If no such notice is sent in the manner specified the acquiescence of the Client shall constitute Accord and Satisfaction and complete any and all obligations of CS under this contract whatsoever. Phone calls, email, or any other method shall not be deemed sufficient to provide notice under this contract. Any work provided thereafter by CS may be done at the discretion of CS but does NOT imply whatsoever that CS is obligated to further perform. It shall be deemed sufficient for notices to be mailed in writing by certified mail return receipt only as otherwise mentioned herein to one of the following addresses:

COURT SOURCE, INC.  
4451 S Pine Avenue, Ste2  
Ocala, FL 34480

**15. CLIENT CERTIFIES THAT HE OR SHE HAS RECEIVED A COPY OF THIS CONTRACT** The Client hereby certifies that he or she has received a copy of this Contract For Court Document Preparation Services with Disclosure and is responsible for the care of his or her copy of said contract and that the copy is a true and complete replica of the original contract. CS will not be responsible for providing additional copies of this contract in the event it is loss or stolen or mishandled by the Client.

**16. ALL DOCUMENTS PROVIDED TO CS BECOME THE PROPERTY OF CS** The Client hereby understands and the parties mutually covenant that all documents sent, hand delivered, dropped off, given to CS during intake, or otherwise provided to CS in any form or fashion whatsoever and at any point in time before or after services or entering into this Contract are exclusively the property of CS and shall not retain their character as property of the Client. This will include any and all documents or things whatsoever given to CS to provide services to the Client or given to CS for any other reason. CS shall not be in any way responsible for the retention of these documents or items provided or required to return said documents or any other items not defined as documents provided to CS in the course of rendering services to the Client.

**17. DELIVERY OF THE WORK PRODUCT: THE COURT DOCUMENTS**

Delivery of the court documents shall be generally sent by U.S. Mail which shall require no additional appointment or meeting. CS may at its discretion deliver documents by certified return receipt mail with or without return receipt requested or delivery confirmation through the United States Postal Service or other mail delivery compatible with proof of delivery but notwithstanding these provisions, CS is not in any way hindered or precluded from delivering the work product at its discretion in any fashion it deems appropriate. Documents will be sent with general filing instructions, as permitted, and a corrections

processing sheet in the event there are any alleged errors or omissions in the court documents. Accordingly, any alleged errors or omissions in the work product must be either sent to CS or faxed to CS at **1-800-706-9563** or mailed to the addresses within the four corners of this contract within five calendar days of the receipt of the documents as otherwise defined herein.

#### **18. CORRECTION PROCESSING**

CS will correct errors in the court documents for which CS is responsible in that the documents vary from the Client intake forms/questionnaire. However, if the Client requests changing the court documents with new information not provided to CS originally or wants to add something because of a change in circumstances, or any other reason, the Client will be charged for those changes in accordance with the hourly rate in minimum quarter hour increments as otherwise set forth in this contract. In order for CS to make any corrections or changes to the court documents these changes must be provided in writing exclusively. Accordingly, any alleged errors or omissions in the work product must be either emailed to [SUPPORT@COURTSOURCE123.COM](mailto:SUPPORT@COURTSOURCE123.COM) or faxed to CS at **1-800-706-9563** or mailed to the addresses within the four corners of this contract **within 2 calendar days** of the receipt of the documents as otherwise defined herein. Phone calls, or any other method not listed other than fax and mail as described specifically herein shall not be deemed sufficient to provide notice under this contract for purposes of correction processing and will result in additional charges. The Client understands and agrees and hereby covenants that no corrections will take place to the court documents unless they are presented within two calendar days clearly in writing in the manner specified herein. If the alleged corrections request is not made within two calendar days as defined herein the acquiescence of the Client shall constitute Accord and Satisfaction and complete any and all obligations of CS under this contract whatsoever. Phone calls, or any other method not specified herein shall not be deemed sufficient to provide notice under this contract. Any work provided thereafter by CS may be done at the discretion of CS but does NOT imply whatsoever that CS is obligated to further perform. It shall be deemed sufficient if the Client provides the pages or copies of the pages of the court documents to be corrected and clearly writes out the error, page number, and alleged correction in writing in a reasonably clear and concise format as otherwise specified herein. The Client will be obligated to follow this procedure for any and all corrections processing of his or her court documents to reduce the margin of error and to provide uniformity, clarity, and promote finality in the services under this contract. CS will provide a corrections processing error sheet and the Client understands and agrees that the corrections processing sheet must be utilized or any alleged corrections will be disregarded.

**19. ENTIRE AGREEMENT, MERGER, AND INTEGRATION CLAUSE.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. This Contract and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Contract and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

**20. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**22. GOVERNING LAW AND FORUM SELECTION CLAUSE.** This Contract shall be interpreted under the laws of the State of Florida. Any litigation under this Contract shall be resolved in the trial courts of Marion County, State of Florida.

**23. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested exclusively, to the address set forth in the opening paragraph or found within the four corners of this Contract. Phone calls, email, facsimile transmissions, or any other method shall not be deemed sufficient to provide notice under this contract.

**24. ATTORNEYS' FEES.** In the event of litigation relating to the subject matter of this Contract, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

**25. FORCE MAJEURE AND EXCUSES FOR NONPERFORMANCE** In the event that CS or any associates, representatives or affiliates thereof is unable to perform any of his obligations under this contract, by reason of fire, theft, strike, damage by the elements, Federal or State government intervention and or liberty restraints imposed thereby either directly or indirectly, or of any unavoidable casualty, the obligations on his part shall terminate immediately. Neither party shall be held responsible for damages or liability caused by delay or failure to perform when that delay or failure is attributable to fires, strikes, acts of God, legal acts of public authorities or delays or defaults caused by public carriers' officers or officials of local, State, and or Federal governments.

**26. NON-WAIVER CLAUSE.** The failure by one party to require performance of any provision of the terms of this Contract shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Any acquiescence by any party subject to the terms of this contract shall not constitute a waiver of the terms as contained herein with the exception that the Client shall provide written notice by certified mail, return receipt requested to CS of any violation of the terms of this contract to the address specified in the four corners of this contract **within two calendar days** of any alleged violation including but not limited to correction processing as defined herein and CS shall have **thirty days** after receipt to



correct any valid violations. Phone calls, email, facsimile transmissions, or any other method shall not be deemed sufficient to provide notice under this contract.

**27. INTERPRETATION.** Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

**28. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient/ "Client"  
Kristian Gomez \_\_\_\_\_(PRINTED NAME)

By Kristian Gomez (SIGNATURE)  
:

9/7/2021  
\_\_\_\_\_ (DATE)

Service Recipient/ "Client"(ADDITIONAL)  
\_\_\_\_\_ (PRINTED NAME)

By: \_\_\_\_\_(SIGNATURE)  
  
\_\_\_\_\_ (DATE)

Service Provider/ "CS"  
Court Source Inc.

By \_\_\_\_\_(SIGNATURE)

:

Rick Weaver for Court Source, Inc.