

CONTRACT FOR PROFESSIONAL LEGAL SERVICES FOR U.S. SPOUSAL VISA

This Contract for Professional Legal Services will confirm the terms under which our firm will represent you and your Fiancé(e)-Spouse to the best of our ability and experience in connection with A) the securing of the U.S. SPOUSAL VISA and B) the providing of information about accomplishing an in-country LOCAL MARRIAGE.

1. **Legal Petitions Preparation, Visa Case Processing and Marriage Information Assistance**

We will assist, counsel and advise you and your Fiancé(e)-Spouse with appropriate questionnaires, document lists, articles and handouts on accomplishing a marriage and securing the U.S. Spousal Visa, and any required Pre-Marriage Visa. We will prepare all required legal petitions, binders and supporting documents for filing with U.S. Immigration and the U.S. Consulate (with the exception of the final visa forms which the Spouse should fill out and sign under Consular guidelines but we will provide all instructions) with the highest level of standards to encourage prompt and expeditious processing by government officials, within a reasonable time consistent with the other work in our office and vacation and other out-of-office time. (This contract does NOT include attorney work on appeals, motions for reconsideration or to re-open, or Adjustment of Status Applications, or Work or Travel Applications.)

The method of securing the U.S. Spousal Visa may differ, depending on the Consulate involved and the current visa rules in effect but may include as appropriate: Direct Consular Filing, U.S. Filing of the I-130 Petition, and/or U.S. Filing of the K-3 and/or K-4 Visa Petition. Because we do not control the U.S. Government or its processes or the local marriage process, we cannot pledge or promise a time certain for action by the U.S. government or local authorities. But we will provide you and your Fiancé(e)-Spouse with our best estimates of processing time based on past experience and current government information, and endeavor to minimize delays and difficulties so as to produce maximum efficiency, in particular by anticipating and avoiding potential problems before they occur.

2. **Contact with the Immigration Service**

Our office will agree to handle all telephone, fax, E-mail and mail contact with Immigration Service, if appropriate to your case, requested by you but limited by and in accordance with what we counsel you to be appropriate and reasonable under the circumstances.

3. **U.S. Consulate Legal Forms and Preparation Documents**

We will prepare all U.S. Consulate legal forms and send them to you for your review and appropriate signatures, which are then sent by you to your Fiancé(e)-Spouse. We also include in this package, Interview Preparation handouts for the Consular Visa Interview and Port of Entry Interview of your Fiancé(e)-Spouse. We will answer any and all reasonable questions of reasonable number about the interview and related process.

4. **Contact with the U.S. Consulate**

Our office will agree to handle all telephone, fax, E-mail and mail contact with the U.S. Consulate, if appropriate to your case, requested by you but limited by and in accordance with what we counsel you to be appropriate and reasonable under the circumstances. In cases where Direct Consular Filing of the Petitions are appropriate and acceptable, it is expected that you and your Fiancé(e)-Spouse and children, if any, will file the petitions directly as required and answer all questions truthfully and conduct yourselves in a civil and compliant manner.

5. **Contact with Fiancé(e)-Spouse**

We will E-mail, fax or telephone your Fiancé(e)-Spouse where it is appropriate to answer questions and problems, which are reasonable in nature and in number. For cost reasons, we prefer E-mail or fax contact over telephone contact.

6. **Emergency and Special Problem Paralegal Assistance in Bogotá, Colombia**

In the event that you and your Fiancé(e)-Spouse experiences difficulties or problems of unusual nature in Bogotá, Colombia, we have paralegal assistance in Bogotá, Colombia for help and can also recommend other contacts.

7. **Client Updates, Case Status and Attorney Answers to Questions**

We will keep you advised of all significant developments in your case. We will answer all reasonable questions of a reasonable number during business hours. We also encourage you to check the U.S. Immigration Office Website (www.uscis.gov) for routine case status 24/7. Our office is open from 9:00 AM to 5:00 PM U.S. Eastern time for telephone calls, E-mails, and faxes, but you may call at other times as well and receive a response. On the other hand, our office is small and when staff is not immediately available due to special circumstances or problems, please leave a message and we will call you back in 24 hours or less, except for holidays and weekends and pre-scheduled vacation and business trips, in which case, we will respond to you immediately as soon as we are available.

8. **Attorney Ethics and Our Expectations of You and Your Fiancé(e)-Spouse**

For our part, we agree to the highest level of Attorney-Client confidentiality and Work-Product privilege in our representation and case-handling. Our expectation on your part is that we expect that you and Fiancé(e)-Spouse will cooperate reasonably for requests for information and documents. We expect full and truthful answers to our questions from you and your Fiancé(e)-Spouse and, on that basis, we prepare legal petitions and represent you and your Fiancé(e)-Spouse.

9. **Fees and Refunds – Mail and Copies**

Our Attorney Fee for Current Year is **\$1,750.00** flat fee which is due in full no later than when your petitions are ready for filing with U.S. Immigration. We must receive full payment before mailing copy of the petitions to your U.S. address or any other place of your choice. Additional Attorney Fee for Each Unmarried Child under 18 or for Co-Signer Affidavit is: **\$100.00**. For K-3/K-4 Visas, U.S. Govt. Filing Fees: For each I-130 Petition **\$535.00**. For K-3/K-4 Petition (No Fee if Immigration Grants Fee Waiver). All Checks or Money Orders accepted, payable to “Law Offices of Gary G. Bala” or “Gary G. Bala”. Minimum Retainer-Deposit for Administrative Work: Initial Consultation, Interview and File Opening (NON-REFUNDABLE) is: **\$350.00**. Credit & Debit Card and PayPal payments accepted online on our Website for Deposits Only. You and your Fiancé(e)-Spouse will receive additional charges at the U.S. Consulate or USCIS for application, medical examination and interview, which are NOT included in our fees. Under most normal circumstances, we will NOT charge you for copy costs, telephone, fax or E-mail costs or mailing or postage costs with the exception of any special overnight delivery or special international delivery charges but only if this service is requested by you. Our normal mail method of delivery with no charge to you is: First-Class postage pre-paid or U.S. Priority Mail, as deemed appropriate by us. Official legal U.S. filings with the U.S. Government are done U.S. Priority Mail, Delivery Confirmation at no charge to you. We agree to provide you with a complete copy of all petitions and documents submitted on your behalf to any U.S. Government office at no charge to you.

Normally, we do not consider refunds for cases accepted and work commenced. In unusual circumstances where we have accepted the case but have not commenced meaningful work, we will consider a request for a refund of 50% of our fee, less all actual costs incurred by our office for any reason. (*Fees listed here do NOT include U.S. Embassy or National Visa Center Fees paid by you or your spouse directly to them.)

10. **Required Translations of Documents to English or Spouse’s Native Language**

You are responsible for the translation of any English documents to your Spouse’s native language if necessary, and the translation of any of your Spouse’s native language documents to English if necessary. We may offer recommendations as to translators.

11. **Confidentiality and Privacy**

Our office agrees to keep all information and documents submitted to us from you and your Fiancé(e) confidential and private in accordance with all rules concerning Attorney-Client confidentiality. You and your Fiancé(e) agree to keep all information and documents generated by our office, including all Petition, Visa, Embassy and Interview preparation documents and handouts, confidential and private from public disclosure to any third party or the Internet, in accordance with all rules concerning Attorney Work-Product privilege.

12. Criminal and Multiple-Visa Waiver

If a Criminal or Multiple-Visa Waiver applies to your case and is otherwise required under applicable laws, and if we agree to handle such Waiver, then we will undertake to help secure the Waiver from Immigration and U.S. Consulate to our best ability. Our Attorney Fee for Waiver Request for Current Year is **\$500.00** flat fee which is additional to all other fees and costs and which is due in full no later than when your Waiver Request is ready for filing. You and your Fiance(e)-Spouse will be expected to provide any information, documents, and statements or affidavits to assist in securing the Waiver. We cannot guarantee or assure that the Waiver will be approved by Immigration or U.S. Consulate. We cannot guarantee or assure any particular timeframe for decision on your Waiver Request by Immigration or U.S. Consulate.

13. Release and Waiver of Liability

The Petitioner and Fiance(e)-Spouse hereby agree to release, discharge, and hold harmless and extend immunity to Gary Ganesh Bala and Law Offices of Gary Ganesh Bala and their agents and representatives for any and all liability, claims, demands, charges and causes of action of any kind arising in any way, shape or form from this contract.

REQUIRED DISCLAIMERS:

1. BECAUSE U.S. IMMIGRATION LAWS AND CONSULAR RULES CHANGE FREQUENTLY AND SOMETIMES WITH LITTLE OR NO NOTICE, OUR POLICY IS NOT TO PREDICT OR ASSURE THAT A GIVEN SET OF RULES WILL ALWAYS STAY THE SAME AND BE APPLIED TO YOUR CASE EXACTLY AS IT WAS IN PAST CASES.
2. BECAUSE WE DO NOT CONTROL THE U.S. GOVERNMENT OR ITS PROCESSES, WE CANNOT GUARANTEE OR ASSURE THE SPEED OR TIMING OF THE VISA PROCESS OR RESULT.
3. BECAUSE THE APPROVAL OF A VISA PETITION AND ISSUANCE OF A VISA IS AT THE DISCRETION OF THE U.S. GOVERNMENT ON A CASE-BY-CASE BASIS AND CONDITIONED UPON THE FULFILLING OF ALL IMMIGRATION REQUIREMENTS BY THE PETITIONER AND FIANCE(E)-SPOUSE, WE CANNOT GUARANTEE OR ASSURE WHAT THE IMMIGRATION SERVICE OR CONSULATE WILL DO IN A GIVEN CASE.
4. WE MAINTAIN AND STORE ALL FILES FOR A PERIOD OF SIX (6) YEARS FROM DATE OF FILE OPENING.

WE REQUEST AT LEAST 45 DAYS ADVANCE NOTICE WITH 60 DAYS PREFERRED BEFORE THE DATE YOU LEAVE THE UNITED STATES TO MARRY YOUR BRIDE IN ORDER TO MEANINGFULLY DELIVER OUR SERVICES. THANK YOU.

Thank you for your confidence in our service, and we look forward to working with you and your Fiancé(e)-Spouse to accomplish your union in the U.S.

I HAVE READ ALL THREE (3) PAGES OF THIS CONTRACT, AND AGREE TO AND ACCEPT THE TERMS AND PROVISIONS ON THIS DATE _____:

Client

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