

ROME & ASSOCIATES, P.C.

ATTORNEYS AT LAW

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Legal Services Contract For [Association]

COME NOW the firm of Rome & Goldin, P.C. ("Firm") & [Association] ("Association"), and agree to the following terms, conditions and mutual promises:

Collection Services, Deferred Payment of Attorney Fees, and \$45 Upfront Fee

Attorney fees for the following collection services are actually incurred by Association and earned by Firm at time of service, but are not due and payable to Firm until funds are recovered from the delinquent homeowner (or under certain conditions as described below): Lien Warning Letters, Filing of Liens, Suit in State Court, and Filing Proof of Claims in Bankruptcy Court. Specific fee amounts are contained in the Operating Procedures for Collections.

If a court awards less than the attorney fees actually incurred, any difference in amount will be immediately due and payable by Association. In addition, upon a property being foreclosed, Firm will be entitled to a set fee of \$50 as further described in the Operating Procedures for Collections. Any partial payments by the debtor are applied in the following order: attorney fees, costs, late charges, interest, and then the oldest principal amount. *Association shall pay an upfront fee of \$45 per address for setting up the file. This amount is due prior to Firm beginning work on collections and is non-refundable once the file has been setup. This fee should be added by the Association to the homeowner's ledger for collection.*

Association will be responsible for advancing payment of court cost, including any process server fees, courier expenses, and post-judgment collection fees. If Association places an account in error for collections, or does not promptly inform Firm of payments made on the account, Association will be immediately responsible for remittance of all related attorney fees. Homeowners will incur an administrative fee of \$50 for setting up payment plans, and \$25 per month for each installment thereafter.

Firm shall provide the closing letters for all accounts placed in collection, and any fees related to providing closing letters shall be retained by Firm. (The Association may provide the closing letter for any post-foreclosure resale, if suit has not been filed against the prior owner.) Partial payments from closings are first applied to attorney fees. Association also agrees to the terms of the attached Operating Procedures for Firm, including fee schedules, and understands this includes any amendments sent to the Association by Firm. Association acknowledges receipt of a copy of the Operating Procedures.

If Association closes or settles an account; transfers a file to another firm; has another law firm or collector work the same account/address; retains another law firm for collections; does not pay for court costs within 30 days from date of invoice; or if either party terminates this agreement; then all deferred fees will become immediately due and payable at the agreed to rates contained in the attached Operating Procedures. Association will be responsible for the costs of copying and delivery of any files transferred to Association or another Firm.

Deferred collection services do not include defense of non-collection related counterclaims, foreclosure of liens, appeals, or adversarial proceedings in Bankruptcy Court, which services may be obtained from Firm at a rate of one hundred seventy-five dollars (\$175) an hour. Said fees are due and payable by Association within 30 days from receipt of invoice.

Any of the Association's files transferred to Firm from another law firm that are already in the processes of suit will be billed at the rate of \$175.00 an hour, and payment will be deferred as described above.

Association acknowledges receipt of a copy of the Operating Procedures for Collections, and also acknowledges that the terms of the Operating Procedures, as may be amended, are incorporated as part of this Agreement.

Other Legal Services

For legal services outside of collections, Association shall pay to Firm a non-refundable annual fee of six hundred fifty dollars (\$650). This fee shall include any legal services for the Association up to a cap of six and a half hours per year, except for the drafting and filing of governing document amendments, which will be quoted at a set fee beyond the six hundred fifty dollar (\$650) annual fee.

If the full six and a half hours are not used within the twelve month period, there is no reimbursement or carryover credit. Any legal services beyond the six and a half hours will be billed at a rate of one hundred twenty-five dollars (\$125) per hour [\$175 an hour for litigation], and is due and payable by Association within 30 days from date of invoice.

If it is determined in Firm’s opinion that any specific legal services for Association require specialized representation, Association shall seek outside counsel and will be directly responsible for all fees and costs related to outside representation.

Miscellaneous

Association is not responsible for any costs or expenses incurred by Firm other than court costs and expenses related to copying and transferring files upon termination of contract.

Power of Attorney: Association gives Firm permission to deposit any payment received, which is made payable in the name of the Association, into the Firm’s Trust Account solely for purposes of properly disbursing the proceeds.

Any invoices from Firm are payable within 30 days, and afterwards will incur 1.5% interest per month. Association agrees that Firm may deposit and apply any funds obtained on Association’s behalf to any balance due and payable by Association over 30 days delinquent.

Firm represents the Association through the Board of Directors, who are the legal representatives of the Association, and not the individual homeowners. Association agrees to provide Firm with any change in contact information, and if Firm is unsuccessful in contacting Association, the Association’s files will be closed.

This agreement is for a period of one year, and shall begin on _____, 2010. This agreement is automatically renewing for consecutive 12 month periods, but either party may terminate this Agreement without cause, by providing 30 days written notice, sent certified mail to the other party. The Association will receive a pro-rata reimbursement or credit for any unused portion of the annual fee upon termination, based upon the number of days remaining in the original contract period. Any other incurred attorney fees will be immediately due and payable. Association will be responsible for the costs of copying and delivery of any files transferred to Association or another Firm.

The parties agree that any dispute regarding payment or amount of attorney fees could be both expensive and time consuming if litigated. Therefore, EACH PARTY HEREBY AGREES TO BINDING ARBITRATION THROUGH THE GEORGIA BAR’S FEE ARBITRATION SERVICE, REGARDING ANY DISPUTE INVOLVING PAYMENT OR AMOUNT OF ATTORNEY FEES. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO FILING AN ACTION IN COURT REGARDING ATTORNEY FEES; AND THAT THE DECISION OF THE ARBITRATOR(S) ARE FINAL. THE PARTIES HAVE INITIALED TO CONFIRM THEY UNDERSTAND AND AGREE TO THE ABOVE.

(Initials for Agent of Association) _____ **(Initials of Agent for Firm)** _____

If either party brings legal action based on breach of this agreement based on claim not involving payment or amount of attorney fees, the prevailing party shall be entitled to all related costs, expenses, and reasonable attorney fees actually incurred. The parties agree that jurisdiction and venue for any such legal issues shall lie in Cobb County, Georgia.

This agreement constitutes the entire understanding of the parties and any modification must be contained in a dated writing signed by Association and Firm. This agreement shall be controlled and interpreted pursuant to the laws of the State of Georgia.

SIGNED THIS __ DAY OF _____, 2010.

Michael A. Rome, Esq.,
Rome & Goldin, P.C.

(Signature)

(Print Name) _____, as
Authorized Agent For [Association]

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PLEASE FILL-OUT AND RETURN WITH SIGNED CONTRACT

Association Full Legal Name:

Subdivision's County/City/Zip:

Approximate Age of Subdivision:

Number of Lots or Units:

List Amenities (Pool, Tennis, Clubhouse, etc...):

Services Provided by Association (Water, Cable, Lawn, etc.):

Is it a Gated Community?

Amount of Assessment and Due Date(s):

Amount of Initiation Fee (if any):

Association's Federal Tax ID# (for closing purposes):

Primary Board Contact:

Name/Position:

Email:

Phone:

Management Company Name or Write "Self-Managed":

Management Company (or Association) Mailing Address:

Contact Information:

Manager

Email:

Phone Number:

Fax:

Contact to Obtain Current Ledger for Closings:

Name/Position:

Email:

Phone:

*** Any personal information provided will **NOT** be given out to homeowners.