

Rhodes Law Firm

NON-LITIGATION CLIENT AGREEMENT

THIS AGREEMENT, a contract for employment of legal counsel, is made and entered into by and between Rhodes Law Firm ("the Firm") and **John D. Vorce** (the Client).

By signing this Agreement, Client employs the Firm to represent Client in the litigation matter described as follows:

John D. Vorce v. Mary D. Vorce

List all issues contemplated within scope of representation:

- Divorce
- Custody
- Child Support
- Temporary Support
- Alimony
- Attorneys Fees
- Equitable Division of Property
- Name Change
- Contempt

Client and Attorney agree that Attorney's representation is limited to the matter(s) described above does not extend to additional matters. Client and Firm will negotiate and sign a separate agreement for any appeal. Client understands that the Firm will not represent the Client for additional matters without a separate written agreement.

In consideration of the Firm's legal services, Client shall pay the Firm pursuant to the following fee arrangements:

Representation. Representation shall consist of the drafting and negotiation of a Divorce Settlement Agreement and any supporting documents and shall include but not be limited to the following services ("Covered Services"):

- Verbal and written communication with opposing counsel and Client regarding the settlement of the domestic dispute in the form of telephone calls, in-person conferences, letters, emails, and draft Separation Agreements and
- Seeking a Divorce upon payment of the Court Filing Fee.

Conclusion of Representation. Representation shall conclude upon either:

- (1) The signing of a Settlement Agreement and entry of a Final Judgment and Decree of Divorce, or
- (2) When the Firm has provided the Covered Services and, in the best legal judgment of the Firm's responsible attorney, further attempted negotiation will not likely result in an acceptable agreement and settlement without initiating litigation.

A separate agreement will be negotiated between the Client and Firm in the event the Client requests further representation the above services, such as further negotiation, liti-

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gation, or an appeal. Client acknowledges that the Firm will not represent the Client in further negotiation beyond the Covered Services or in any litigation or appeal until such time as a separate agreement is executed.

Fees. In consideration of the Covered Services to be furnished by the Firm, Client shall pay the Firm a fee of **Ten Thousand Five Hundred Dollars (\$10,500.00)**. Any payment due and paid by Client pursuant to this Agreement is a prepaid flat fee payment for the Client's continued exclusive use of the Firm's services. The fee is earned immediately and will be deposited into the Firm's operating account upon receipt and is not subject to refund unless required by the Georgia Rules of Professional Conduct. The fee will be earned if the Firm provides the Covered Services but is unable to finalize an agreement despite the Firm's best efforts on Client's behalf to do so.

In the event a Qualified Domestic Relations Order is required to be drafted by the Firm, Client shall pay a fee of One Thousand Five Hundred Dollars (\$1,500.00) for each Qualified Domestic Relations Order.

Attorney and Staff. The Client acknowledges that he or she is employing the Tracy L Rhodes and the Firm. The Client acknowledges that some aspects of the representation may be handled by other attorneys and support staff, and Client consents to their involvement and support.

Termination of Services. Client may terminate Firm's representation at any time, but termination of representation does not relieve Client of the obligation to pay any amounts owed to Firm for services and expenses incurred through the date of termination.

Firm may also terminate our representation of Client, retain Client's prior payments and withdraw as counsel, if:

- Firm discovers that Client has made any misrepresentation in connection with the matter that Firm is handling for Client, or Firm discovers any material variance between the facts as related to by Client and the facts as they actually exist;
- Client acts in such a manner as to abuse the attorney/client relationship to such an extent that, in the discretion of the Firm, Client no longer someone whom the Firm is willing to represent;
- Client fails to heed Firm's advice or recommendations or otherwise does not cooperate with Firm in its representation of Client; or,
- Client and Firm have a disagreement over what legal matters the Firm is supposed to be handling for Client.

Client grants the Firm the authority to represent Client in the above matters and to enter appearances on behalf of Client in any court.

Miscellaneous Terms. We dislike being technical with our clients, but we must include the following clauses. If you have questions regarding these provisions, please ask.

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By signing below, you indicate your understanding that we have not made an agreement with you or promises to you about the outcome or result of your legal matters. Also, you agree to notify us immediately in writing if you feel or believe any matter is not receiving proper attention or is otherwise not being properly handled or you suspect any misunderstanding about what we are to do for you.

By signing below, you agree that this agreement has been thoroughly explained to you and reviewed by you before you sign it, or that you had an ample opportunity to review it and have it fully explained to you.

After completing the work for you, we will dispose of everything in the file. We will maintain digital copies of all documents on our computer system for at least three years after the matter is finished.

Communication. We encourage you to ask immediately any questions you have about our charges or services. We promise to provide prompt, accurate answers.

Please indicate your agreement by signing in the space provided below on the enclosed extra copy of this contract and return it to us immediately. Thank you for giving us the opportunity to do your legal work.

Signature:

Rhodes Law Firm

John D. Vorce