



Weissman Nowack Curry & Wilco, PC (“WNCW”) attorneys are your source for unmatched experience and nationally recognized expertise on the legal issues that arise in Georgia community associations. While all clients benefit from that experience and expertise, only retainer clients benefit from the foundations of our retainer – essentially cost-free accessibility and education. The \$1,200 fee includes all of the following Retainer Services:

PHONE CALLS	Unlimited telephone consultations with Board members and community managers concerning Association operations and general legal issues. Call and ask if it is okay to do something; don’t wait to ask if it was okay that you <i>did</i> it.
BOARD REVIEW MEETING	A meeting with a WNCW attorney and the Board of Directors to discuss the risks, duties and responsibilities of serving on the Board. Held at WNCW’s Buckhead Office, Boards can choose to meet Monday through Friday during business hours, or on evenings, Monday through Thursday. Meetings with the Board to discuss other issues are billed at the Retainer Hourly Rates.
ONLINE LIBRARY	Access to online resources that include WNCW’s vast resource library of articles, newsletters, blogs and presentations.
LEGAL NEWS	Electronic newsletters and alerts regarding changes in legislation and other key information that impacts community associations.
LAW SEMINARS	Complimentary attendance for all Board members to WNCW’s legal seminars. These 3-hour seminars provide continuing education for Board members and managers.
BOARD TRAINING	Attendance at ongoing educational programs designed specifically for Board members – new and experienced. Held throughout the year from 12:00-1:30 pm in our Buckhead office, with lunch provided.
ONLINE COLLECTION ACCOUNTS	Online access to accounts in our Assessment Recovery Services.
HOURLY RATES	Hourly rates reduced by \$75 per hour for attorneys and by \$25 per hour for paralegals from standard rates for services not included in the Retainer. <i>Drafting letters, responding to emails, attending member meetings and litigation are typical services that are billed outside the Retainer.</i>

Assessment Recovery Services

Retainer clients may choose either our Lien Service or Collection Service for past due assessments. Fixed Fees enable Board members and managers to know, in advance, the cost the Association will incur for that work. WNCW's Assessment Recovery Services are as follows:

LIEN SERVICE

WNCW will determine ownership of the property; search for foreclosure and bankruptcy records; file a lien or notice of lien; and send a letter providing the owner with notice of the filing. The letter will give the owner the name of the Board member or manager to contact for payment.

Fixed fee: **\$175**

If the Association desires WNCW to be the contact, accept payments, negotiate payment plans, release the lien or perform any other work, the Association will be billed at the Retainer Hourly Rates.

COLLECTION SERVICE

The Collection Service is for past due general and special assessments. An Association's placement of a delinquent account in the Collection Service authorizes WNCW to move forward with filing a lawsuit for a money judgment, and an order for foreclosure when applicable, without further authorization. It also authorizes WNCW to accept and execute payment agreements. Payment agreements will require payment in full from the owner within 12 months, unless other arrangements are approved by the Board.

The Fixed Fees for the Collection Services are based on the Association providing accurate and reconciled account statements. Paralegal hourly rates will be billed to create and/or reconcile account statements and to prepare payoffs.

Collection of fines and other specific assessments or charges will be handled through our regular litigation services.

STEP 1 – Demand Letter	STEP 2 – Lien & Lawsuit Filing	STEP 3 – Collection Litigation
<p>WNCW will determine ownership of the property; search foreclosure and bankruptcy records; send a letter demanding payment and inform the owner to contact WNCW to make payment.</p> <p>Fixed fee: \$175</p>	<p>If Step 1 does not result in payment, a lien or notice of lien and a lawsuit requesting a judgment, and, if applicable, requesting an order of foreclosure will be filed.</p> <p>Fixed fee for filing judgment lawsuit:..... \$650</p> <p>Fixed fee for filing foreclosure lawsuit: \$750</p>	<p>All attorney and paralegal time related to the lawsuit will be billed at the Retainer Hourly Rates as incurred.</p>
STEP 4 – Collection of Judgment	STEP 5 – Foreclosure	STEP 6 – Owner Bankruptcy
<p>A search for collectable assets will be performed followed by garnishment actions, if appropriate.</p> <p>Fixed fee per asset search:..... \$200</p> <p>Fixed fee per garnishment: \$200</p> <p><i>(Payment negotiations and other collection of judgment services will be billed at the Retainer Hourly Rates as incurred.)</i></p>	<p>If a court awards a judgment and order of foreclosure, at the Association's request, the foreclosure sale of the property will be pursued.</p> <p>Fixed fee for presale services: \$1,800</p> <p><i>(Representation at the sale and post sale services will be billed at the Retainer Hourly Rates as incurred.)</i></p>	<p>Once informed of an owner bankruptcy, WNCW will represent the Association's interests in the bankruptcy court. All work will be billed at the Retainer Hourly Rates.</p>

During any Step, a payment made to the Association or its managing agent shall be reported to WNCW in writing within 10 days of receipt. Upon request, the account history for each owner in the Assessment Recovery Service shall be given to WNCW.

General Terms and Conditions

By executing this 2015 Community Association Retainer ("Agreement"), the undersigned community association ("Association") is engaging Weissman, Nowack, Curry & Wilco, P.C. ("WNCW") for the services described above on the terms and conditions set forth in this Agreement.

1. ANNUAL FEE

The \$1,200 retainer fee is for a term of one year commencing on January 1, 2015. The fee is non-refundable and is earned in full and due when the engagement agreement begins. The fee will be prorated for clients that engage WNCW after January 1.

2. ASSOCIATION CONTACT INFORMATION

The Association or its managing agent shall provide WNCW with the name, address, telephone number and email address of every member of the Association's Board of Directors ("Board") at the commencement of this Agreement and within 30 days of any changes. WNCW shall use this contact information for all attorney-client communications.

3. INITIAL SET-UP COSTS

When an Association first becomes a client, a one-time charge of \$250 will be billed to the Association to review the Association's documents in order to determine the Association's collection powers and to create customized collection demand letters. In addition, the costs to obtain a certified copy of the Association's recorded legal documents will be billed.

4. BILLING

(a) General Representation. Only the services and items listed as the Retainer Services are included in the annual retainer fee. Examples of services that are not included in the Retainer Services include: written correspondence, including letters, emails, and memorandums; attorney attendance at annual or special membership meetings; attorney attendance at Board meetings (except for the Retainer Services Board Review Meeting); litigation; telephone calls related to litigation and legal research. General representation services will be billed at the Retainer Hourly Rates as incurred.

(b) Assessment Recovery Services. Attorney fees for the Assessment Recovery Services will be billed at the Retainer Hourly Rates.

(c) Litigation. Lawsuits to collect fines, enforce or interpret covenants, defend claims against the Association, or that challenge assessments, and all other litigation will be billed at the Retainer Hourly Rates.

(d) Retainer Hourly Rates. Services not included in the Retainer will be billed at the following Retainer Hourly Rates:

Senior Partners	\$295
Partners and Of Counsel.....	\$275
Senior Associates.....	\$250
Associates	\$225
Collection Attorneys and Senior Paralegals	\$200
Paralegal Specialists	\$150
Collection Paralegals	\$125

(e) Travel Time. Travel time to and from all meetings, court hearings, depositions, or any other location is billed at the Retainer Hourly Rates.

(f) Weekend Meetings. Travel time and attendance at meetings on Saturdays or Sundays are billed at one and a half times the Retainer Hourly Rates.

(g) Invoices. Invoices will be sent electronically to the Association monthly or on such other schedule as determined by WNCW unless other arrangements are made. Invoices are due and payable upon receipt. Hourly services are billed in tenth-of-an-hour increments on a fixed fee basis. Invoices will show the amount of the charge and may not reflect a specific amount of time.

(h) Past Due Invoices. The Association authorizes WNCW to deposit and apply any funds collected on the Association's behalf to any WNCW invoices that are more than 60 days delinquent. This authorization shall survive the termination of this Agreement.

(i) Costs. The Association is required to reimburse WNCW for cost advances, all out-of-pocket costs and expenses, and all outside charges (e.g. court costs, lien filing and lien release costs, courier fees, postage expenses, court reporters, etc.). Other reimbursable charges include costs associated with photocopying, postage, fax transmissions, mileage as set by the IRS, computerized legal research, bankruptcy court reports, and credit reports.

(j) Finance Charge. A finance charge of 18% per annum may be imposed upon any amount not paid within 30 days of becoming due.

(k) Conflicts. We are not aware of any material conflict between this engagement and our representation of any other party. If, in the future, there appears to be a conflict or potential conflict that makes it impossible for WNCW to continue to represent the Association, WNCW will cease all professional activities in these matters unless there is informed consent by all parties that WNCW may continue to represent one or more of the impacted parties. If such a conflict arises, all professional fees earned at that time and all reimbursable costs and expenses that have accrued will be due to WNCW.

5. TERMINATION

Either party may terminate this Agreement by written notice ("Notice"). Upon such Notice, or if the Association fails to pay the retainer renewal fee for a subsequent year by January 31st, then the Association agrees that it shall be liable to and shall immediately pay to WNCW all costs and expenses that have been incurred as of the date of the Notice or failure to renew/retain WNCW ("Costs") and attorney fees that are or have been incurred as of the date of the Notice or failure to renew/retain ("Incurred Fees"), whether or not such Costs or Incurred Fees have been billed as of the date the Notice or the Association's failure to renew/retain. Association agrees that WNCW shall have a lien for all Costs and Incurred Fees which shall arise upon and be against any recovery by the Association or the Association's receipt of any payment in any pending matters.

6. FORMER CaRE COLLECTION PROGRAM FEES

All attorney fees, costs and expenses for services performed under WNCW's former CaRE Collection Program through December 31, 2014, will be billed and due as provided in the 2014 WNCW Community Association Retainer Package Engagement Agreement ("2014 Agreement"). If either party terminates this Agreement and, if at the time of termination, the Association has any pending collection matters that were instituted under WNCW's CaRE Collection Programs, all attorney fees, costs and expenses shall be due as provided in the 2014 Agreement. Contact WNCW with any questions.

7. RENEWAL

The Terms and Conditions of this Agreement renew on January 1 of each subsequent year unless WNCW notifies the Association about changes to the Terms and Conditions or either party notifies the other that it wants to terminate the Agreement. The Terms and Conditions of this Agreement may also be supplemented and clarified during the term of this Agreement. The annual retainer fee will be billed by December 1 and due by December 31. If the Association does not pay the retainer renewal fee by January 31 of any subsequent year, the Association will be deemed to have terminated WNCW and will no longer be entitled to any of the Retainer Services. Any work completed after such termination will be billed at WNCW's standard hourly rates.

Please complete and sign this Agreement and return with complete Board Information. We sincerely appreciate the opportunity to work with you and look forward to helping your community.

By executing this engagement agreement, I acknowledge and accept the Terms and Conditions of this Agreement as a Retainer Client.

Date:	Association County:
Association Legal Name:	
Association Address:	
Billing Contact:	E-mail Address for Electronic Bills:
Collections & Payments Contact:	E-mail Address for Collections & Payments:
Community Management Company:	
Community Manager's Name:	
Authorized Agent Printed Name & Title:	
Authorized Agent Signature:	

Board Information

President Name: _____ **Work Phone:** _____
Home Address: _____ **Home Phone:** _____
 _____ **Cell Phone:** _____
Email: _____

Vice President Name: _____ **Work Phone:** _____
Home Address: _____ **Home Phone:** _____
 _____ **Cell Phone:** _____
Email: _____

Secretary Name: _____ **Work Phone:** _____
Home Address: _____ **Home Phone:** _____
 _____ **Cell Phone:** _____
Email: _____

Treasurer Name: _____ **Work Phone:** _____
Home Address: _____ **Home Phone:** _____
 _____ **Cell Phone:** _____
Email: _____

Other Title (Specify): _____ **Work Phone:** _____
Name: _____ **Home Phone:** _____
Home Address: _____ **Cell Phone:** _____
 _____ **Email:** _____