

**BRADFORD, PRIMM & GREEN, LLC**  
**TRIAL ATTORNEYS**

Gabriel Bradford  
Nick Primm  
Benjamin Green

49 College Street  
Jefferson, GA 30549

Family Law  
Criminal Defense  
Civil Litigation

Fax: 706.367.0335

706.367.0342

bradfordandprimm.com

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**AGREEMENT OF REPRESENTATION**

\_\_\_\_\_ (the Client) hereby employs \_\_\_\_\_ of Bradford, Primm & Green, LLC, and its affiliated attorneys to represent his/her legal interests in connection with the following matter:

\_\_\_\_\_.

In our first office conference or phone consultation we discussed, among other things, attorney's fees and expenses involved in litigation and attempted to explain to you our policies regarding the same. However, to avoid misunderstandings, we are restating here the practice of our office regarding these matters and the terms of our fee arrangement with you.

We acknowledge receipt your payment in the amount of \_\_\_\_\_. Your initial retainer will be \_\_\_\_\_. We will bill against the retainer at the following rates: Attorney rate, \$200.00 per hour; Paralegal rate of \$50.00 per hour. We charge for all telephone conversations with you or other persons, court appearances, court preparation, legal drafting, conferences inside and outside of our office, travel time, correspondences to you or other persons or attorneys, emails (billed at minimum of 5 minutes per email), research, and any other attorney and paralegal efforts on your behalf. We agree to keep records of the time expended and will prepare an itemized statement for you upon request within seven (7) business days.

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Initials

Prior to the initial retainer being exhausted, we will require you to replenish the same with an additional retainer in an amount sufficient to cover upcoming legal work. This retainer must be paid within the requested time period for our representation of you to continue. You agree that a failure to make this payment, or the payment of expenses due, constitutes a material breach of this agreement and is sufficient reason for our office to terminate the relationship with you. Upon such a breach occurring, you agree to consent to our withdrawal from your case.

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Each party understands that they may end this relationship at any time by giving the appropriate notice to the other party. You acknowledge that the itemized statements of fees earned by us may not reflect the full value of professional services rendered and that by entering

into an attorney-client relationship with you, we have foreclosed the future opportunity to represent certain other individuals due to a conflict of interest. As such, should our services be terminated prior to the conclusion of your case, you will be refunded any unused portion of your retainer that exceeds \$1500.00. You understand and agree that, at a minimum, \$1500.00 of your retainer is non-refundable.

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Initials

You, the Client, understand that a trial, or hearing, is very time consuming and requires thorough preparation. There is a direct correlation between the length of time a trial or hearing is expected to last and the amount of time that must be spent in advance preparing for that trial/hearing. Therefore, you must have available retainer “on the books” in an amount no less than \$1500.00 prior to any scheduled court hearing or trial. For longer hearings a larger retainer may be required. In the event that you have less than \$1500.00 of retainer remaining prior to a scheduled court hearing, you will be notified by our office that additional retainer is due.

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In addition to legal fees, you are responsible for litigation expenses. These may include, but are not limited to, court reporter fees, transcript costs, filing fees, service of process fees, and costs associated with acquiring documents or other evidence.

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In some cases, we may recommend that you employ other professionals such as real estate appraisers, accountants, forensic analysts, private investigators, psychiatrists or other experts. Failure to employ these experts when so advised, may hinder our ability to effectively negotiate your case to a successful outcome.

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The cooperation of the client is very important. You must keep us informed immediately of any change of address, phone number, employment and circumstances. Full disclosure to us of all facts is essential to enable us to properly represent you. You must promptly fill out and return all papers sent to you such as interrogatories, requests for information, requests for documents, etc. If you do not do so, we shall have the right to withdraw from representing you.

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Initials

We will do our very best to obtain for you the most positive outcome possible in your case in light of its unique facts and the applicable law. You do understand, however, that we cannot guarantee or assure you any specific result or outcome.

The provisions of this agreement shall apply only to the matter referenced above and our representation shall be for proceeding in the trial court only. If appellate proceedings are instituted, or if you desire for them to be instituted, further fee and retainer arrangements will have to be made.

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You, the Client, have read this agreement, understand and accept its terms, and acknowledge that there are no agreements and understandings between the parties except those contained in this writing. This agreement may be modified only by an agreement in writing signed by both parties.

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Nick Primm  
Attorney

Client: \_\_\_\_\_

License #: \_\_\_\_\_