

## **AGREEMENT FOR LEGAL REPRESENTATION**

SHENDELL & ASSOCIATES, P.A. (the "Firm") is retained by MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC. ("Client"), to represent it in regard to various matters, including corporate matters, collections and covenant enforcement matters.

1. **General Rates:** Client agrees to pay the Firm a fee calculated on an hourly basis at the Firm's usual and customary hourly rates for the attorneys and paralegals involved in providing general services, to-wit:

Tamar Duffner Shendell: \$200.00 per hour;

Lawrence Shendell: \$200.00 per hour; and

Paralegals/Law Clerks: \$90.00 per hour

2. **Scope:** The reasonable fees shall cover and include all time spent in representing Client, including (without limitation) time spent for telephone conferences (including telephone calls with Client), office conferences, travel to and from out of office locations, drafting pleadings and other documents, legal research, time spent in settlement negotiations, and attendance of all court matters.

3. **Contested matters:** In contested litigation matters, and upon agreement of the Firm and Client, attorney hourly rates may exceed the General Rates.

4. **Litigation, Arbitration and/or Mediation:** Should the Firm engage in litigation, arbitration and/or mediation on behalf of Client, the Firm's representation shall continue through entry of a final judgment/Order. If appellate proceedings or other post-judgment proceedings are instituted, further fee and retainer agreements need to be made in writing between Firm and Client. The Firm has no obligation to represent Client in any appeal and/or order for the enforcement of any final judgment.

5. **Costs:** For litigation and/or arbitration matters, Client will pay a MINIMUM cost deposit of \$ 0, which will be applied toward any necessary court costs incurred in Client matters and all out-of-pocket expenses incurred on Client's behalf. Example of costs include, but are not limited to: court filing fees, court reporter's fees for attendance at depositions and hearings, transcriptions of depositions and hearings, long-distance telephone calls, photocopies, facsimile services, courier services, postage, out-of-county travel expenses (including meals and

lodging), service of process fees, subpoena costs, witness fees, mediator's fees, etc. In addition to attorney's fees, Client will be responsible for the payment of all costs and out-of-pocket expenses of any nature whatsoever which are incurred on Client's behalf. Client may be asked to provide additional cost monies as needed.

6. **Collection Matters:** Firm will handle collection matters on behalf of Client and will advance the costs of litigation on behalf of Client. The Firm will NOT bill the fees and costs on an ongoing basis but instead will seek to collect all fees and costs incurred in the collection matter directly from the unit owner/debtor or third party as permitted by law. If the Firm cannot collect the amounts from the unit owner/debtor or third party during the course of the collection action or post collection, the Firm will bill Client for the attorneys' fees and costs incurred in the foreclosure/collection and post collection action.

7. **Bills:** All bills for services rendered and costs incurred shall be paid by Client within ten days of the date on the billing statement. These statements will be based upon the hourly rate(s) as stated herein. If the billing statement remains unpaid thirty (30) days after the date thereof, then interest shall be due on all sums due and payable at the rate of 1.5% per month until said unpaid balance has been paid in full. In addition, Client agrees to carefully review all statements sent to Client on all services rendered and costs incurred and to promptly notify our office in writing of any claimed errors or discrepancies in billing within ten (10) days of the date of the statement. In the event Client fails to do so, it will be presumed that Client agrees with the correctness, accuracy and fairness of the statement. The Firm is entitled to a lien upon any recovery obtained for Client for unpaid monies due to the Firm and is authorized to apply monies recovered from or on behalf of Client to unpaid billing statements.

8. **Award of Attorney's Fees:** As permitted by law, an award of legal fees and/or costs may be sought from the opposing party. The payment of such fees shall not be determinative of the amount owed by Client. Client is primarily liable for the payment of all fees and costs and any amount received or recovered on Client's behalf will be credited to Client's account. Client will remain liable for any unpaid balance due. Client acknowledges that pursuit of an award of attorney's fees on Client's behalf is an additional service to Client. Any time required to collect the amount due from the opposing party will be chargeable to Client.

9. **Representative:** Client agrees to appoint a representative, initially Michael O'HARA, who will be the primary Client contact with the Firm. The Client representative shall be authorized by Client to make decisions on matters which might be required from time to time such as the employment of experts, unusual types of costs or expenses, and payment of the Firm's bills. It is the Firm's policy to fully inform Client as to the conduct of this matter and the Firm will promptly comply with the Client's reasonable request for information or explanation; however, such requests and communications shall be channeled through the Client representative to avoid confusion and the possibility of miscommunication. The Client representative will also coordinate information requests necessitated by the Firm, or by an opposing party. The Client representative shall be available to sign such papers as may be required in litigation, arbitration or mediation.

10. **Responsibility:** Client understands that the Firm has the responsibility for managing litigation and arbitration and the Firm has the sole right to determine what course of action should be pursued in prosecuting the Client's goals, including the dismissal of one or more defendants or one or more causes of action if the Firm concludes that there is not sufficient factual or legal basis to justify continued pursuit of such defendant(s) or causes of action.

11. **Conflict of Interest:** Client recognizes that the Firm either has, does, or may in the future represent one or more associations or individuals in the general community. If a conflict arises between two or more present or past Firm clients, then the Firm will not be able to represent either of the clients with regard to that conflict.

12. **Disclosure of Agreement:** The provisions of this Agreement may be disclosed to the Court in connection with any application for fees and services which may be rendered on Client's behalf and the Court may be advised by the Firm of any amounts that have been received on account of fees and costs.

13. **Termination/Withdrawal:** Client may terminate this Agreement with or without cause upon written notice to the Firm by mail, facsimile or personal delivery. Client shall be responsible for and promptly pay attorneys' fees and costs incurred prior to termination. Representation of Client in matters will be withdrawn if Client: does not make the payments required by this Agreement, misrepresent or fails to disclose material facts, or if Client fails to cooperate and follow advice as given.

14. **Modification/Venue/Governing Law:** This Agreement contains the entire understanding between us and may not be varied or modified unless in writing. Venue shall be proper in Broward County, Florida and this Agreement shall be governed in accordance with the laws of the State of Florida.

15. **Default:** In the event of any default under this Agreement, the non-defaulting party shall be entitled to receive all reasonable costs and attorney's fees, including appellate costs and fees, should the non-defaulting party prevail in a court action. The Court rendering the opinion shall determine which party has prevailed or defaulted, if no party prevailed or defaulted, or if both parties prevailed or defaulted, and will tax attorneys' fees and costs accordingly.

16. **No Guarantee:** Client understands that there has been no guarantee made regarding the disposition of any phase of Client's matter(s). All expressions which relate to the possible results in your matter(s) are based strictly on opinion.

This Agreement may be executed by individuals on separate duplicates, and is effective when signed by Client and accepted by the Firm in writing.

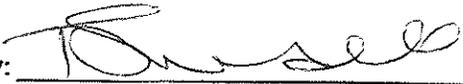
MISSIONWOOD AT MIRAMAR CONDOMINIUM  
ASSOCIATION, INC.

By: 

Print Name: MICHAEL E. O'HARA

Date: 02/12/2020

SHENDELL & ASSOCIATES, P.A.

By: 

Print Name: Jamar Shendell

Date: 2/14/2020

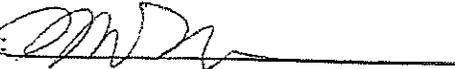
**AUTHORIZATION TO EXECUTE CLAIMS OF LIENS ON BEHALF OF  
MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC.**

SHENDELL & ASSOCIATES, P.A. (the "firm") is retained by MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC. (the client") to represent it in regard to various matters, including collection matters. MISSIONWOOD AT MIRAMAR CONDOMINIUM ASSOCIATION, INC. hereby authorizes attorney Tamar Duffner Shendell and attorney Lawrence Shendell to sign Claims of Liens on behalf of the Association as the authorized agent.

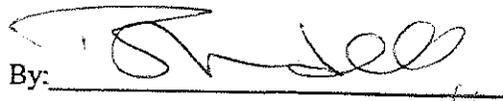
This agreement may be executed by individuals on separate duplicates, and is effective when signed by all clients and accepted by the firm in writing.

DATED this 12 day of FEBRUARY, 2020.

MISSIONWOOD AT MIRAMAR  
CONDOMINIUM ASSOCIATION, INC.

By: 

SHENDELL & ASSOCIATES, P.A.

By:   
Tamar Shendell, President

2/14/20