



**MASTER CONTRACT FOR LEGAL SERVICES
(Marsh Landing Condos ONLY)**

This is a contract for legal services entered into between Association Legal Services LLC, its attorneys, paralegals, and support staff, (hereinafter collectively "ATTORNEY"),
_____ (hereinafter "CLIENT")

(Association Name)

and NextGen Community Management, LLC

(Management Company Name)

(hereinafter "AGENT") entered into on April _____, 2024, based upon the terms and conditions set forth below.

Agent shall be a designated agent of the Client to direct Attorney in the representation of Client. Attorney shall be entitled to rely on the representations of Agent as to the services requested by Client. Agent shall not be, and is prohibited from, being a direct client of Attorney and from obtaining representation of Agent for its own ends by means of this Agreement.

1. **Scope of Representation.** The CLIENT hereby retains and employs the ATTORNEY to undertake on-demand legal services at the rate designated by the initialed box below. Further, the CLIENT gives the ATTORNEY exclusive right to take all legal steps to represent the CLIENT's interest, which are necessary and appropriate to the above-described representation.

2. **Service Package Designated (Initial One)**

a. _____ The CLIENT retains the ATTORNEY to perform up to 60 hours of legal work within one calendar year of the execution of this contract. Services include consulting, drafting, correspondence, teleconference or in-person meetings, litigation, or other tasks as requested by the CLIENT at the rate of **\$150.00** per hour for each employee of the ATTORNEY. This fee will be paid in the gross amount of **\$9,000.00** prior to the commencement of services and will be treated as earned on receipt. After the first 60 hours worked during the following 12-month period, additional work will be performed at the rate of **\$225.00** per hour and invoiced at the end of each calendar month in which additional work was performed.

b. _____ The CLIENT retains the ATTORNEY to perform up to 30 hours of legal work within one calendar year of the execution of this contract. Services include consulting, drafting, correspondence, teleconference or in-person meetings, litigation, or other tasks as requested by the CLIENT at the rate of **\$180.00** per hour for each employee of the ATTORNEY. This fee will be paid in the gross amount of **\$5,400.00** prior to the commencement of services and will be treated as earned on receipt. After the



first 30 hours worked during the following 12-month period, additional work will be performed at the rate of **\$225.00** per hour and invoiced at the end of each calendar month in which additional work was performed.

c. _____ The CLIENT retains the ATTORNEY to perform on-demand legal services as-needed following the execution of this agreement. Those duties may include, without limitation, consulting, drafting, correspondence, teleconference or in-person meetings, litigation, or other tasks as requested by the CLIENT at the rate of **\$225.00** per hour for each employee of the ATTORNEY. This fee will be invoiced at the end of each calendar month in which work was performed.

3. **Revisions to Governing Documents (Initial to Purchase)**

a. _____ The CLIENT retains the ATTORNEY for the purpose of **Restating** the governing documents for the CLIENT including the Declaration of Condominium **or** the Association Bylaws, as needed, together with up to two hours of correspondence, revision including two drafts, after a first draft has been produced, at the request of the CLIENT. The CLIENT agrees to pay the ATTORNEY a flat fee of **\$2,000.00** for this service, prior to the commencement of work. Additional services performed in excess of the hours included in this flat fee, or work not included hereunder, including but not limited to reviewing, revising, and amending Rules and Regulations or Articles of Incorporation, and the creation of a Summary, will be invoiced at a rate of **\$225.00/hr.** This is a **Restatement** of the current documents, which is the creation of new documents. Additional services such as recording, proxy drafting, attendance at meetings, and other ancillary services are not included in this flat-rate retainer.

b. X The CLIENT retains the ATTORNEY for the purpose of **Restating** the governing documents for the CLIENT including the Declaration of Condominium **and** the Association Bylaws, as needed, together with up to two hours of correspondence, revision including two drafts, after a first draft has been produced, at the request of the CLIENT. The CLIENT agrees to pay the ATTORNEY a flat fee of **\$1,500.00** for this service, prior to the commencement of work. Additional services performed in excess of the hours included in this flat fee, or work not included hereunder, including but not limited to reviewing, revising, and amending Rules and Regulations or Articles of Incorporation, and the creation of a Summary, will be invoiced at a rate of **\$225.00/hr.** This is a **Restatement** of the current documents, which is the creation of new documents. Additional services such as recording, proxy drafting, attendance at meetings, and other ancillary services are not included in this flat-rate retainer.

c. _____ The CLIENT retains the ATTORNEY for the purpose of reviewing, revising, updating, and amending (**Redlining**) the current governing documents for the CLIENT including the Declaration of Condominium, Association Bylaws, Rules and Regulations or Articles of Incorporation, as needed. The CLIENT agrees to pay the ATTORNEY at a rate of **\$225.00/hr.** Additional services such as recording, proxy drafting, attendance at meetings, and other ancillary services are included in this rate.



Authority of AGENT to Request Services. The CLIENT hereby authorizes the AGENT to review and request billing records and invoices from the ATTORNEY, and to request services that fall within the services contemplated by the CLIENT's legal representation package described in Paragraph 2.

5. **Costs, Fees, and Expenses.** The CLIENT agrees to reimburse the ATTORNEY for all costs, fees, and expenses, including but not limited to deposition expenses, process servers, filing fees, recording fees, expert witnesses, court reporters, printers, mediators, arbitrators, or any other cost that the ATTORNEY deems necessary to meet the CLIENT's needs in a given matter.
6. **Billing and Statement of Account.**
 - a. Once the initial retainer is exhausted per Paragraph 2, the CLIENT understands that it will be billed on a monthly basis, or periodic basis, and the CLIENT agrees to pay said invoice within fifteen (15) days of receipt of the invoice. Simple interest at the rate of one and one-half percent (1.5%) per month shall be added to all accounts not paid within thirty (30) days of the billing date.
 - b. **Billing Discrepancies.** THE CLIENT AGREES TO CAREFULLY READ AND REVIEW ALL INVOICES AND STATEMENTS OF ACCOUNTS FOR SERVICES RENDERED SENT TO THE CLIENT BY THIS OFFICE AND TO PROMPTLY NOTIFY THIS OFFICE, IN WRITING, OF ANY CLAIMED ERRORS OR DISCREPANCIES IN BILLING WITHIN FIFTEEN (15) DAYS FROM THE TIME OF RECEIPT. IN THE EVENT THE CLIENT FAILS TO DO SO, IT WILL BE UNDERSTOOD AND ACCEPTED THAT THE CLIENT AGREES WITH THE CORRECTNESS, ACCURACY AND FAIRNESS OF THE STATEMENT OF ACCOUNT. EMAILS ARE THE EQUIVALENT OF "IN WRITING."
 - c. The final billing and Statement of Account in the matter will be based on the agreed hourly rate, and the costs, fees and expenses incurred in the matter. Client understands and acknowledges that the fees quoted herein are a blended rate for all attorney, paralegal and legal assistant staff of Attorney. Attorney warrants that all work performed will be by appropriately qualified and/or licensed staff in conformance with all applicable ethics rules and Florida statutes.
 - d. Regardless of any award, recovery, claim and/or the lack or reductions thereof, the CLIENT is and shall always remain liable to the ATTORNEY pursuant to terms of this Agreement and the relative fees, costs, and suit money provided for herein. **All fees are the CLIENT's responsibility regardless of whether another party has been ordered to pay them. For any matter in which attorney's fees are collected from an opposed party, the CLIENT will be refunded fees up to the full amount paid by the CLIENT.**
7. **Right to Withdraw.** The CLIENT further understands and agrees that the ATTORNEY shall have the right to withdraw from representation of the CLIENT, if the CLIENT does not make



the payments required by this Agreement; if the CLIENT has misrepresented material facts to the ATTORNEY; or if the CLIENT fails to follow the ATTORNEY's advice. In any of these events the CLIENT agrees to execute such documents as will permit the ATTORNEY to withdraw from representation. CLIENT shall have the right to termination of representation at any time.

8. Files and Destruction thereof.

- a. Unless the ATTORNEY claims a lien on the CLIENT's file, or chooses to retain the CLIENT's file, the CLIENT acknowledges and agrees that within thirty (30) days of the termination of the ATTORNEY's services as provided for herein, or upon the ATTORNEY's request, the CLIENT shall pick up the CLIENT's file, or cause the same to be shipped to the CLIENT at the CLIENT's sole cost and expense. If the CLIENT fails to comply with this provision, the ATTORNEY may ship or deliver the CLIENT's file to the CLIENT at the sole expense and cost of the CLIENT.
- b. Unless the ATTORNEY claims a lien on and/or chooses to retain the CLIENT's files, the CLIENT agrees that after thirty (30) days of the termination of the ATTORNEY's services as provided for herein, or upon the ATTORNEY's request, the ATTORNEY is not and shall not be responsible for the CLIENT's files or the contents contained therein. Moreover, if the CLIENT's files are not picked up or delivered to the CLIENT within 90 days of the termination of the ATTORNEY's services as provided for herein, or upon the ATTORNEY's request, any and all of the CLIENT's files may be destroyed at the expense of the CLIENT.

9. Enforcement. Should it become necessary to enforce the terms of this Agreement through legal proceedings, the CLIENT agrees to pay, in addition to any judgment for such fees and costs, reasonable attorneys' fees, pre-judgment interest, and costs, fees and expenses incurred in connection with such proceedings through and including any necessary appeal. The agreement to pay attorneys' fees involved in the collection of legal fees or enforcement of the terms of this Agreement includes the time expended by the ATTORNEY, even if additional or separate counsel is not employed. Moreover, the CLIENT understands and agrees that the ATTORNEY has the right to seek a Charging Lien which applies to any recovery that is achieved from the representation by the ATTORNEY. The CLIENT specifically agrees that any Charging Lien shall apply to any and all property or monies recovered, including, but not limited to any property that would otherwise be protected from creditors, such as Homestead property. The CLIENT understands and agrees that a charging lien may be imposed upon my property and that this agreement provides me sufficient notice of such charging lien and no further notice is required.

10. Litigation. In any and all litigation which may arise which is in anyway related to the attorney/client relationship reflected in this Agreement, THE CLIENT AGREES AND HEREBY WAIVES THE CLIENT'S RIGHT TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE. Moreover the CLIENT agrees that the exclusive jurisdiction shall be in the



COUNTY in which this Agreement is signed by the ATTORNEY for state court proceedings and The Middle District of Florida for federal.

11. **Collection.** The CLIENT authorizes the ATTORNEY to collect funds or property due to the CLIENT from any person or entity, and to deduct or setoff and retain attorneys' fees, on behalf of the CLIENT, and deposit into the ATTORNEY's trust account prior to disbursing the balance to the CLIENT. The ATTORNEY shall deduct or setoff from the proceeds of any recovery made on behalf of the CLIENT all attorneys' fees, costs, and expenses incurred through deposition in aid of execution, garnishment, attachment, levy and execution in order to obtain recovery of any assets or property on behalf of the CLIENT.
12. **Representation.** The CLIENT acknowledges that the ATTORNEY has made no guarantees concerning the outcome of this matter and that any expressions which relate to possible results in the matter are based strictly on the ATTORNEY's opinion. The CLIENT agrees to maintain contact with the ATTORNEY and cooperate fully with the ATTORNEY in this representation. The CLIENT agrees to promptly produce all records, documents, and other information necessary to adequately represent the CLIENT in the described case and the CLIENT will arrange his/her schedule to meet with the ATTORNEY and attend specific depositions, court hearings or other necessary appearances.
13. **Time.** Time is of the essence.

READ, UNDERSTOOD, ACKNOWLEDGED and AGREED:

ATTORNEY

On behalf of Association Legal Services

(date)

CLIENT

Lang County

As duly authorized representative of

Marsh Landing Co
(Association Name)

4/12/24
(date)

AGENT

Shelli Gray

As duly authorized representative of

NextGen CM
(Management Company Name)

4/12/24
(date)