

DUNLAP & SHIPMAN, P.A.

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* BOARD CERTIFIED - CONSTRUCTION LAW
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REPLY TO: SANTA ROSA BEACH OFFICE

December 7, 2016

Board of Directors
Aquavista of Panama City Beach Owners Association, Inc.

RE: General Representation of Aquavista at Panama City Beach Owners Association, Inc.

Dear Board of Directors:

This letter is to serve as a retainer agreement between Aquavista of Panama City Beach Owners Association, Inc. ("Association") and Dunlap & Shipman, P.A. ("Dunlap & Shipman"), for Dunlap & Shipman to serve as general counsel to the Association.

GENERAL COUNSEL REPRESENTATION

We will provide general counsel representation to Aquavista for an annual flat fee of \$1,250.00, payable in quarterly installments. For the fee, we will provide the following services:

1. Review and offer advice on any association contracts;
2. Consultation by telephone with the Association President and the Association Manager to provide general legal advice concerning the Association;
3. Review and offer advice regarding any meeting notices, financial budgets, or minutes of meetings;
4. Assistance and advice in preparing the association's annual budget;
5. Prepare and file any liens for non-payment of assessments for \$250.00 plus costs per lien;
6. ~~For an additional one-time \$4,500.00 fee, plus recording costs, we will review and update the Declaration of Condominium and By-Laws; and~~
7. Serve as the Association's Registered Agent.

Services not included in the foregoing that are requested by the Association will be billed at an hourly rate of \$275.00 per hour for partners, \$225.00 per hour for associates, and \$75.00 per hour for paralegals.

The services set forth above will be performed by members of the Grayton Beach office of Dunlap & Shipman. To the extent that any legal matters require the specific expertise of a certain member of the firm, the firm shall assign attorneys to work on those matters as it deems necessary to best represent the Association.

COSTS AND TERMS OF PAYMENT

Costs incurred by Dunlap & Shipman, P.A. while acting on behalf of the Association will be billed through to the Association at actual cost, except that mileage will be charged at the then-current Internal Revenue Service Standard Mileage Rate and photocopies are subject to a standard per-page charge. Any liens which are requested for the purpose of securing unpaid assessments will be performed for a flat fee of \$250.00, plus recording fees.

All charges due from the Association will be invoiced monthly and shall be due within thirty (30) days thereafter, unless otherwise agreed upon in writing by Dunlap & Shipman, P.A. In any payment dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, including those fees and costs incurred pre-suit, during suit, on appeal, and during the course of any post-judgment collections proceedings.

TERMINATION OF SERVICES

Under this agreement, you have the right to terminate our services for any reason upon written notice at any time. The general counsel representation may be terminated by either party, effective immediately, by the giving of written notice to the other party. Any partial quarter general counsel representation period shall be prorated.

Without limitation, we retain the right to terminate services or refuse to perform certain requested services: 1) upon your failure to cooperate in any reasonable request; 2) upon failure to pay fees as they come due; or 3) upon determination that continued representation, or the specific service requested, violates or may violate the Florida Rules of Professional Conduct. The termination of services, whether by you or by Dunlap & Shipman, P.A., will not relieve the Association of the obligation to pay any outstanding amounts due for our services rendered through the date of termination.

ACCEPTANCE OF REPRESENTATION

If these terms are acceptable to you, please sign this agreement in the space indicated below. If you have any questions concerning your representation, please do not hesitate to contact me by telephone at (850) 231-3315 or by email at robert@dunlapshipman.com. If I am unavailable, please request my assistant Jennifer Corey. At this time I want to thank you for selecting our law firm to represent you in this matter. We look forward to working with you.

[signatures on following page]

BY SIGNING BELOW, I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I FULLY UNDERSTAND THE TERMS OF THIS REPRESENTATION AGREEMENT AND CONSENT TO THE REPRESENTATION AS DESCRIBED ABOVE.



**AQUAVISTA OF PANAMA CITY BEACH
OWNERS ASSOCIATION, INC.**

**DUNLAP & SHIPMAN, P.A.
Robert L. Kauffman, for the Firm**

Print Name: Gene Christian

As its: President, Aquavista

Dated: Jan. 19, 201~~6~~7

Dated: _____, 2016