

# COULTER & SIERRA LLC

## 2017 COMMUNITY ASSOCIATION ENGAGEMENT AGREEMENT

Coulter & Sierra, LLC (“Coulter & Sierra”) specializes in individual and responsive service for our clients. We are committed to providing quality service to assist your community association in a cost effective manner. Coulter & Sierra offers three options to best meet the needs of your community.

### RETAINER SERVICES

- For an annual retainer fee of \$1,200.00, retainer clients receive the following benefits:
- Free telephone consultations with the board members or manager
- One free meeting with counsel present (annual, special or Board meetings) per calendar year
- Reduced hourly rates as follows: **Attorneys:** \$200.00 **Paralegals:** \$95.00
- Extensive online collection reports and information and free collection status updates

### MODIFIED RETAINER SERVICES

For an annual retainer fee of \$800.00, modified retainer clients enjoy the following benefits:

- Free telephone consultations with the board members or manager
- Reduced hourly rates as follows: **Attorneys:** \$200.00 **Paralegals:** \$95.00
- Extensive online collection reports and information and free collection status updates

### NON-RETAINER SERVICES

The Non-Retainer Services option allows an association to use the services of Coulter & Sierra as the need arises without the requirement of payment of an annual retainer. The Non-Retainer Services Options offer the following benefits:

- Hourly rates as follows: **Attorneys:** \$250.00 **Paralegals:** \$105.00
- Extensive online collection reports and information and free collection status updates

To retain Coulter & Sierra, please review the terms and conditions on the following page and then check the appropriate box below to indicate whether you wish to engage us on a retainer, modified retainer, or non-retainer basis.

Retainer       Modified Retainer       Non-Retainer

By executing this Engagement Agreement, I agree to engage Coulter & Sierra and acknowledge and accept the Terms and Conditions on the following page.

**Association Legal Name:**

<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	<b>Title:</b>
<b>Property Management Company:</b>	<b>Manager's Name:</b>
<b>Phone Number:</b>	<b>E-mail Address:</b>

## **TERMS AND CONDITIONS**

### **Annual Retainer Fee**

The annual retainer fee for 2017 is \$1,200.00. The modified annual retainer fee for 2017 is \$800.00. Retainer fees are non-refundable and earned in full and due when the engagement begins. The retainer will automatically renew January 1st of each subsequent year unless cancelled by the client as outlined below in the paragraph entitled Renewal. The annual retainer fee and the modified annual retainer fee will be prorated monthly for the remainder of the calendar year from the date a client engages our firm; however, if you would like an attorney present at a general membership meeting or meeting of the Board of Directors at no additional charge during the calendar year you engage the firm, the annual retainer minimum is \$600.00.

### **Hourly Rates and Services for Retainer Clients**

The hourly rates for retainer clients in 2017 are \$200.00 for attorneys and 95.00 for paralegals. Each retainer client has one free meeting with an attorney (annual general membership meeting or meeting of the Board of Directors) during the calendar year subject to availability for a requested date and time unless you decide on the modified annual retainer fee. Retainer and modified retainer services include phone calls between association directors, managing agents and Coulter & Sierra, but do not include any work performed in rendering services over the phone or email correspondence or written communications that may arise out of the phone call, which are billed at our hourly rates based on the time worked on a particular matter.

### **Hourly Rates for Non-Retainer Clients**

The hourly rates for non-retainer clients in 2017 are \$250.00 for attorneys and \$105.00 for paralegals.

### **Billing**

Invoices for expenses incurred and services performed are billed monthly. Invoices are due and payable upon receipt. Hourly services are billed in tenth-of-an-hour increments; however, certain services may be billed on a fixed-fee basis. The client is required to reimburse Coulter & Sierra for cost advances and other out-of-pocket expenses and for outside charges (e.g., court costs, lien filing and lien release costs, courier fees, postage expenses, court reporters, private investigators, etc.). Photocopying is billed at a rate of \$0.25 per page. All out-of-pocket expenses and outside charges are billed to the client at cost.

### **Conflicts**

At this time, we are not aware of, nor do we anticipate, any material conflicts between this Engagement Agreement and our representation of any other party. If in the future there appears to be a conflict or potential conflict making it impossible for Coulter & Sierra to continue to represent you, we will cease all professional activities in these matters unless there is informed consent by all parties that Coulter & Sierra may continue to represent one or more parties. If such a conflict arises, all professional fees earned up to that time and all accrued reimbursable expenses will be due and payable to the firm.

### **Renewal**

Coulter & Sierra will bill retainer and modified retainer clients in December for the upcoming calendar year retainer. This Engagement Agreement shall renew under the same terms as originally executed on January 1st of each calendar year for an additional one-year term unless the client notifies Coulter & Sierra in writing prior to such date that it wishes to terminate the Engagement Agreement. Clients who fail to remit the annual retainer, if applicable, within thirty days of being invoiced, will be charged the non-retainer hourly rates as outlined above. Coulter & Sierra shall notify the client in writing of any changes in fees, billing rates or other terms prior to the renewal date. These terms will become part of the renewed Engagement Agreement.