

# MIRZA BASULTO & ROBBINS, LLP

*COMMUNITY ASSOCIATION LAWYERS*

9690 WEST SAMPLE ROAD, SUITE 103

CORAL SPRINGS, FLORIDA 33065

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## COMMUNITY ASSOCIATION AUTHORITY TO REPRESENT / RETAINER AGREEMENT

This agreement shall be effective for one (1) year commencing upon the date of complete execution, unless terminated earlier pursuant to the provisions contained herein. This agreement shall be self-renewing for additional one (1) year terms effective past the initial one (1) year term, and shall continue to remain in full force and effect, until such time that the agreement is properly terminated as more fully described herein.

***SAMPLE CONDOMINIUM ASSOCIATION, INC.***, a Florida not-for-profit corporation (hereinafter "Association"), by and through its Board of Directors, hereby retains the law firm of MIRZA BASULTO & ROBBINS, LLP (hereinafter "Firm") to act as an authorized agent of the Association and to represent it as corporate counsel in all matters hereinafter described.

Non-litigation Matters: The Firm will provide legal services to the Association in non-litigation matters concerning corporate governance, contract reviews, and day-to-day operations of the Association.

Litigation Matters: The Firm will provide legal services to the Association in litigation matters concerning day-to-day operation of the Association. Such topics may include, but are not limited to; instituting legal action(s) on behalf of the Association or defending the Association with respect to any legal matter(s) or action(s) which may be brought against the Association. The Association expressly authorizes the Firm to take any and all action necessary, and make relevant litigation decisions on behalf of the Association.

Collections and Foreclosure: The Firm shall collect past due assessments for the Association. Upon notification of a past due delinquency, the Firm, as the Firm deems appropriate in its sole discretion, shall undertake its standard collection procedures as outlined in Exhibit "A" attached hereto and expressly incorporated herein by reference as same may be revised by the Firm from time to time. Legal fees and costs billed shall become part of the claim against the unit owner. Although legal fees and costs may be forwarded by the Firm, for the benefit of the Association, the Association is solely

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responsible and liable for same. The Firm will attempt to recover compensation for services rendered, as well as costs forwarded, directly from the delinquent owner(s) or from the proceeds of the foreclosure sale. The case will not be settled by the Firm without the inclusion of the attorney's fees and costs. The Association expressly authorizes the Firm to take any and all action necessary, and make relevant litigation decisions on behalf of the Association.

The Association expressly authorizes the Firm to file and pursue foreclosure actions against the owner of any unit, parcel or lot and other necessary parties, for failure to pay past-due assessments where the owner has failed to make payment in full after the expiration of applicable time periods. Once the file has been turned over to collection, the Firm shall endorse and deposit all funds, irrespective of payee, collected on behalf of Association into the Firm's Trust Account. Upon settlement or conclusion of the case and upon clearance of the funds, after first deducting the fees and costs of the Firm, the funds held in trust shall be paid to the Association within a reasonable time. The Association authorizes the Firm to sign Claims of Lien and Satisfactions of Lien as an agent for the Association. The Association agrees to hold harmless and indemnify the Firm with respect to any liability connected with the preparation and execution of any Claim of Lien or Satisfaction of Lien.

Enforcement of Covenants, Restrictions, Rules and Regulations: The Firm shall endeavor to enforce the governing documents relative to non-monetary defaults for the Association. Upon notification of a violation, the Firm, as the Firm deems appropriate in its sole discretion, shall undertake its standard violation procedures as outlined in Exhibit "B" attached hereto and expressly incorporated herein by reference as same may be revised by the Firm from time to time. The Association expressly authorizes the Firm to file and pursue arbitration and/or injunction actions against the owner of any unit, parcel or lot and other necessary parties, for failure to cure non-monetary defaults after the expiration of applicable time periods. The Association expressly authorizes the Firm to take any and all necessary action, and make relevant litigation decisions on behalf of the Association.

Fees / Hourly Rates: The Firm will provide the aforementioned legal services to Association at the below described billing rates. The Firm, upon thirty (30) days written notice to the Association, may change its hourly rates once each calendar year.

Partner Attorneys	\$250.00 Per Hour
Paraprofessionals	\$125.00 Per Hour
Blended Partner / Paraprofessional	\$200.00 Per Hour

Costs: The Association realizes that the Firm shall incur certain costs that Association shall be legally responsible for including but not limited to, court fees, court reporter expenses, expert witness fees, filing fees, suit monies, abstracting, travel, depositions, transcripts, messenger services, facsimile, photocopying, long distance calls, fees for accountants and other similar professionals, postage, subpoenaing witnesses, recording fees, and the like. Although these costs may be forwarded by the Firm, on

behalf of, and for the benefit of the Association, the Association understands that it is solely responsible and liable for same and shall reimburse the Firm for the above-mentioned costs and services.

Value Billing: In an effort to maximize efficiency and improve the quality of legal services, the Firm has made a substantial investment in the application of technology to the practice of law. A direct benefit of this technology is the ability to do research, compile documents and respond to client needs in a fraction of the time previously required; thereby substantially improving the quality of legal services while reducing the costs. To effectively utilize technology in the law office, there are on-going costs associated with systems research, development, maintenance, upkeep, and staff training, as well as the time expended in developing the primary source documents. Accordingly in situations in which a previously-developed work product is used as a primary source of a paralegal's or an attorney's work product, a value must be applied to the previously-developed work product. This process is known as value billing. Value billing is applying the weighted value to the time expended in providing legal services, which allocates a value for the previously developed work product. The benefit to the client is improved legal services tailored to the client's needs in a fraction of the time and a fraction of the cost. In all litigation, non-litigation, collection and covenant enforcement matters a weighted value (flat rate billing) may, at the Firm's sole discretion, be applied to a paraprofessional's and/or attorney's efforts which utilize, as a primary source, a previously-developed work product.

Blended Rates: In order to provide cost efficient services to our clients, the Firm utilizes paraprofessionals (i.e. law clerks, legal assistants and paralegals) to assist the attorneys. Certain work promulgated on behalf of Association will be accomplished/overseen by multiple staff members which may have different billing rates. In that event, a blended billing rate will be used.

Payment: Fees billed shall be due and payable upon receipt but no later than ten (10) days of the Association's receipt of a statement. Unpaid bill shall bear interest at the highest rate permissible under the law, commencing thirty (30) days after due date until date paid. At the discretion of the Firm, all payments received on account are applied to the oldest balance then due on any matter. In the event that legal action by the Firm is required to collect past-due obligations from the Association, the Firm shall be entitled to recover its costs and reasonable attorney's fees, even in situations where the Firm elects to represent itself. In the event of non-payment, the Firm shall have a lien on all documents, property or money in the Firm's possession for any and all monies due the Firm under this agreement, and the Firm shall have a charging lien against the results of any pending litigation. It is specifically agreed that the Firm shall have and is hereby granted all general, possessory and retaining liens and all equitable, special and attorney's charging liens upon the client's interest in and all personal property within the jurisdiction of the Court for any balance due, owing and unpaid; and such lien or liens shall be related back to the date of this agreement and shall be superior in dignity to any other lien subsequent to the date hereof.

Court Awarded Fees: Court awards of attorney's fees and costs are unpredictable and payment thereunder shall be treated as payment "on account" which shall be credited to the Association at the time of the payment. This fee and cost agreement supersedes any Court award unless the Court award is greater than the fees provided for herein. In the event that the representation is terminated by either party prior to completion of any of the Association's matter(s), the attorney's fees and costs with respect to such matter(s) shall be computed on the hourly rates as set forth herein, and invoices will be submitted to Association for payment.

Obligation of Attorney and Client: The Firm accepts this employment and promises to render professional legal services to the best of their ability during the term of this employment. The Firm makes no warranties, representations or guarantees of the representation and hereby advises Association that this fee agreement is not "contingent" thereon. The Association agrees to fully cooperate with the Firm and do nothing that would compromise any attorney's professional ethics. If the Association has misrepresented or failed to disclose any material fact, refuses to follow the Firm's advise, or fails to be available as necessary for preparation, conferences, depositions, hearings or other Court proceedings, the Firm may withdraw from representation. In the event that the Firm desires to withdraw its representation of Association, with proper notice to same, Association hereby authorizes the Firm to withdraw from any case and this agreement may be submitted to the Court as evidence of Association's acquiescence to the withdrawal of the Firm.

Cash Settlement Proceeds: Should the Association receive any cash property settlements as part of their handling any legal matter; the Association agrees to have these monies deposited in the Firm's Trust Account and the Association expressly authorizes and gives the Firm the authority to pay any balance due to the Firm for the Firm's fees and costs from these monies before transferring the balance, if any, to the Association, unless otherwise agreed prior to receipt of those monies. The Firm's ability to process cash settlement proceeds shall be deemed a surviving clause to this agreement, pertinent to all matters the Firm continues to handle during the wind-down process.

Documents: To adequately represent the Association, the Firm must be provided with a complete recorded copy of the Association's Governing Documents. Specifically required are the Declaration of Covenants and Restrictions; By-Laws; Articles of Incorporation; Rules and Regulations; and any Amendments to any of the aforementioned documents. The Association shall, at its own expense, provide the Firm with a complete set of the recorded documents, and any other documents and/or records as may be required in the course of the Firm's representation of the Association. In the event that the Association is unable to provide a complete set of recorded documents to the Firm so that the Firm may competently represent same, the Association expressly authorizes the Firm to obtain a complete set of the recorded Association documents on their behalf, provide a copy of the same to the Association/Management Company and submit an invoice to cover the fees and costs of obtaining the documentation.

Registered Agent: By acceptance of the terms of this agreement, the Association expressly authorizes the Firm to become the Registered Agent for the Association pursuant to Florida Statutes. The Association will cooperate fully with the Firm's efforts to secure such a position and be recognized as same by the State of Florida.

No Tax Advice: The Association hereby acknowledges that the Firm's statements shall not be deemed to be the rendering of tax opinions upon which the Association should rely. The Association agrees to retain its own Certified Public Accountant and Tax Consultants regarding any and all tax questions it may have.

Choice of Law and Venue: Any dispute arising out of this professional relationship shall be governed by Florida law and shall be heard in Broward County, Florida.

Termination: This agreement may be terminated without cause by the Association or the Firm upon the tender of a written notice to terminate sent by Certified Return Receipt Mail. Such termination shall be effective and binding upon the other party thirty three (33) days from the date of mailing of same, thirty (30) days from the acceptance of same, or thirty (30) days from the date of first attempt to deliver certified mail as evidenced upon returned envelope, whichever is shorter. In the event the Association fails to pay the Firm for services rendered, the Association consents to the Firm's assignment of any and all amounts owed to a third party, and the Association waives any and all conflicts of interest arising from that assignment.

This agreement contains the entire understanding between the Firm and the Association. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement, not contemplated herein, shall be binding only if same is reduced to writing and signed by each party or an authorized representative of each party.

**THIS IS A LEGAL, BINDING, CONTRACT BETWEEN THE LAW FIRM OF MIRZA BASULTO & ROBBINS, LLP, AND THE ABOVE-DESCRIBED ASSOCIATION, BEFORE SIGNING, PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ALL OF THE CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE ASK, DO NOT HESITATE TO HAVE THIS AGREEMENT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE.**

The undersigned Board Member/Agent of the Association hereby represents and certifies that he/she is fully authorized by the Board of Directors to execute this agreement, and hereby agrees to the foregoing terms on behalf of the Association.

**SAMPLE CONDOMINIUM ASSOCIATION, INC.** (Association)

By \_\_\_\_\_  
(Signature)

John Q. Sample, President  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

The above employment is accepted on the terms set forth above.

**MIRZA BASULTO & ROBBINS, LLP** (Firm)

By \_\_\_\_\_  
(Signature)

Russell M. Robbins, Esq., Partner  
(Printed Name/Title)

June 8, 2009  
(Date)

## **EXHIBIT "A"**

### **STANDARD COLLECTION PROCEDURES**

The following is an overview of the methods generally used by the Firm in collection efforts. The Firm is not bound nor obligated to utilize the process noted herein. The Firm, at its sole discretion, without notice to the Association, may deviate from the below described procedures:

On the (   \*   ) day after the date upon which an assessment first came due (\* such day to be determined by the Association in accordance with the governing documents), a list will be prepared by the Association and/or its agent of all unit owners who have not yet made payment. Those unit owners will be sent a short but firm notice by the Association and/or its agent advising them that their payments are overdue and that failure to bring their account current will result in referral of the matter to the Association's attorney.

Any and all accounts remaining delinquent subsequent to the Association's collection efforts will be turned over to the Firm for collection. The Firm will be provided with an itemized and accurate unit owner historical ledger, with respect to each account turned over to the Firm for collection. The Firm will rely entirely upon the information supplied by the Association and/or its agent. Information the Firm requires to initiate collection is; (a) the full name(s) and accurate billing address(es) of the present unit owner(s); (b) the unit number and property address of the unit in delinquency; and (c) the current itemized unit owner historical ledger of the outstanding delinquent balance. Upon turning over an account for collection the account is deemed to be "**In Legal**", and no further payment(s) should be accepted by the Association and/or its agent as to that account without the express written approval of the Firm.

The Firm will send a Demand Letter to the delinquent unit owner. The Demand Letter shall set forth a demand for the total amount due which will include the past due assessments (late fees and interest if applicable) and attorneys' fees and costs. The letter will state the Firm's intention to pursue all legal remedies if full payment is not timely received. In almost all instances, and whenever possible, Demand Letters will be sent via Certified and Regular U.S. Mail.

Other than where Value Billing has been utilized, throughout the collection process, the Firm will be entitled to compensation described herein at the hourly rate described in the Community Association Authority to Represent / Retainer Agreement. The Firm will forward all such costs and defer billing fees on behalf of the Association and shall attempt to recover all costs and legal fees involved with the collection directly from the delinquent owner or from the proceeds of the foreclosure action.

If the Demand Letter is unsuccessful in collecting the total amount owed, and the required time period to respond to the demand letter has expired, the Firm will conduct a deed search to secure and verify the proper name(s) of the present owner(s) and obtain a copy of the most recent deed containing the complete and proper legal

description. The Firm will forward to the Association a short letter informing the Association that a Claim of Lien will be prepared, executed and recorded.

Should the Firm receive no objection from the Association within the ensuing five (5) days, the Claim of Lien will be prepared, executed and filed for recording in the public records. At that time, the Firm will inform the delinquent unit owner of the Association's intent to foreclose thirty (30) days after the date of the letter should the delinquent unit owner not fully satisfy the debt owed. This thirty (30) day Intent to Foreclose Letter shall be sent via Regular and Certified U.S. Mail, if possible. The letter will state the outstanding delinquent amount owed and itemize the debt for unpaid assessments, attorney's fees, and costs due. In order to satisfy the lien, the delinquent unit owner will be instructed to pay: (a) all delinquent assessments, including those which have come due after the Claim of Lien was executed or filed; (b) all interest and/or late fees; (c) the costs associated with collection efforts; and (d) attorney's fees incurred including those necessary to satisfy the Claim of Lien. At this stage, if the Association's governing documents so permit, any applicable acceleration clause will be implemented.

According to the Fair Debt Collection Practices Act § 1692 et. seq., the Firm may fall within the definition of a debt collector. The law requires collection actions to be suspended if a debtor disputes the delinquent amount in writing within thirty (30) days of the first letter. In the event such written correspondence is received, the Firm will cease collection action until the Association verifies in writing the amount(s) due. The Firm will then mail a copy of the Association's verification to the debtor. Should the Association receive any notice disputing the delinquent amount or requesting verification, said notice shall immediately be forwarded to the Firm. It is important to note that the Firm shall make every effort to comply with the Fair Debt Collection Practices Act § 1692 et. seq.

Once the account has been turned over to the Firm for collection, the delinquent unit owner will be instructed to make all future payments directly to the Firm. If payment in full, or installments pursuant to a negotiated settlement, is received at any point in the collection process, the funds will be deposited in the Firm's Trust Account. These funds, less legal fees and costs, will be forwarded to the Association periodically or at conclusion of the case. The Association and/or its agent should not accept any payment(s) relative to accounts turned over to the Firm without the written consent of the Firm in that such acceptance may compromise the collection process. Any payment(s) received should be turned over to the Firm. If the Firm determines that acceptance is appropriate, such tender shall be endorsed by the Firm and deposited into the Firm's Trust Account pending resolution of that matter.

The Association expressly authorizes the Firm to file and pursue foreclosure actions against the owner of any unit, parcel or lot and other necessary parties, for failure to bring their account current where a Claim of Lien has been recorded, and a thirty (30) day Intent to Foreclose Letter has been sent and the unit owner has failed to make a payment in full after the expiration of applicable time periods. The Association will be informed of the Firm's intent to file a foreclosure action, in writing, prior to any action



being filed and shall have an opportunity to direct the Firm to place the file on hold for a period not to exceed ninety (90) days, or in the alternative direct the Firm not to file the foreclosure action. If, after ninety (90) days the lien remains unsatisfied and the Association does not wish to proceed with foreclosure, then the file will be closed and the Association will be billed accordingly.

Before filing a foreclosure action the Firm will attempt to verify and accomplish the following: (a) confirm that full payment has not been received by the Association and/or its agent; (b) obtain a partial abstract on the unit to determine ownership of the real property as well as correct name(s) and interest(s) of third parties in the property; and (c) when appropriate, file a Complaint to Foreclose the Claim of Lien attached to that unit. The Complaint shall seek to recoup all costs and attorneys' fees involved with the collection of the debt.

The Firm shall proceed through the foreclosure process which may result in the entry of a Judgment in the Association's favor. The firm will bid the Association's Judgment at Foreclosure Sale. In the event that the Association is the sole bidder at the Foreclosure Sale and obtains a Certificate of Title in the name of the Association, the Firm will assist the Association in obtaining payoff information for superior lienholders and in taking possession of the unit in the event that the Association notifies the Firm that the unit remains occupied subsequent to the issuance of the Certificate of Title. The Firm will cause a Writ of Possession to be filed with the clerk and served on the parties in possession by the Sheriff who shall effectuate their removal from the property.

At all stages, the Firm will attempt to collect all attorneys' fees and costs directly from the unit owner. However, the Association will be obligated to pay all attorneys' fees and costs incurred in the collection and foreclosure process under the following circumstances:

- The Association fails to bid the full amount of its judgment at a foreclosure sale;
- The Association acquires title to the property at a foreclosure sale;
- The Association, for whatever reason, decides not to pursue the foreclosure proceedings or in any way compromises the claim;
- Any creditor, including the Association, accepts a deed in lieu of foreclosure;
- The Association authorizes an appeal from an adverse lower court decision and/or the Association must defend an appeal from a favorable decision and the amount of attorneys' fees awarded by the appellate court is less than the fees incurred;
- The Association decides to proceed with litigation after being advised by the Firm that a substantial risk that the Association may not prevail exists;
- The Association's lien is extinguished by the foreclosure of a mortgage or other senior lien;
- The Association's documents do not allow for, or are interpreted by a court to not support recovery of, attorneys' fees against the delinquent owner of the property;

- The owner of the property files for bankruptcy protection and is permitted to discharge all or a portion of the debt owed to the Association, or is permitted by the court to make payment of the debt over time.
- The Community Association Authority to Represent / Retainer Agreement is terminated by either party;
- Attorneys' fees and costs awarded by the court are inadequate to pay the actual attorneys' fees and costs incurred;
- A unit owner files a counterclaim;
- The Association decides to settle the case without including attorneys' fees and costs.

Any liability arising out of the Association and/or its agent's failure to provide notice to a unit owner prior to handing the account over to the Firm, shall be borne by the Association. The Firm will rely exclusively upon the information provided by the Association and/or its agent. Any costs and/or fees incurred as a consequence of the Firm's reliance upon inaccurate information, unapproved accepted payments, and any accounts erroneously turned over to the Firm for collection shall be borne solely by the Association. The Association agrees to hold harmless and otherwise indemnify the Firm with respect to any liability connected with the preparation and execution of any Claim of Lien or Satisfaction of Lien.

#### FLAT RATE FEES

Certain aspects of the collection services will be billed on a flat fee or value billing basis for the services performed. The Association expressly authorizes the use of flat fee billing for the collection process to be determined and set at the sole discretion of the Firm. The Association has obtained a resolution from its Board of Directors and authorizes the Firm to charge its prevailing rate to all third parties for estoppel or payoff letter. The Flat Fees that the Association can expect to be charged are as follows:

Bank Foreclosure Monitoring Fee	\$325.00
Bank Foreclosure Monitoring and Setting the Case for Trial	\$425.00
Community Association Foreclosure - Complaint Preparation Fee	\$625.00 plus costs
Initial Demand Letter for Past Due Dues and Assessments	\$150.00 plus costs

These fees are subject to change without further notice.

## **EXHIBIT "B"**

### **STANDARD COVENANT ENFORCEMENT PROCEDURES**

The following is an overview of the methods generally used by the Firm in using legal means to effectuate unit owner compliance with the governing documents in instances where there has been a non-monetary default. The Firm is not bound nor obligated to utilize the process noted herein. The Firm, at its sole discretion, without notice to the Association, may deviate from the below described procedures:

In every instance, where possible, the Firm will attempt to secure payment of attorneys' fees and costs directly from the violating unit owner. Other than where Value Billing has been utilized, throughout the process, the Firm will be entitled to compensation described herein at the hourly rate described in the Community Association Authority to Represent / Retainer Agreement.

Whenever a violation is discovered, the Association and/or its authorized agent shall provide the non-complying owner a friendly reminder letter requesting compliance. Should that friendly reminder letter fail to obtain compliance, a Final Demand Letter should be sent by the Association and/or its authorized agent. This Final Demand Letter acts to inform the non-complying owner(s) of the violation(s) and states that the matter will be referred to the Firm should compliance not be effectuated in the time allotted. The letter also states that upon the matter being referred to the Firm, legal action will be commenced.

After the requisite notification has been provided to the non-complying unit owner, the Association and/or its authorized agent shall complete and forward to the Firm a Request to Proceed Form along with all relevant documentation. Generally, before instituting enforcement procedures the Firm requires: (a) the full name(s) and accurate address(es) of the present unit owner(s); (b) the unit number and property address of the unit in violation; (c) copies of every letter forwarded to the non-complying unit owner(s); (d) the original United States Postal Service Return Receipt (Green Card) or the envelope containing the Final Demand Letter if same was returned unclaimed; (e) copies of every letter forwarded to the Association from the non-complying unit owner(s); (f) color photographs, receipts, police reports or any other documentation promulgated or received relative to the violation(s); (g) a list of every person who may have first hand personal knowledge surrounding the violation(s).

Upon receipt of a completed Request to Proceed Form along with all relevant documentation, the Firm will file an action seeking injunctive relief and/or damages or, if applicable, a petition for arbitration. The Firm will file such an action or petition without further notice to the Association or the non-complying unit owner. The Association expressly authorizes the Firm to file and pursue suits for injunctive relief (and damages if applicable) and/or petitions for arbitration against the owner(s) of any unit, parcel or lot and other necessary parties, for failure to comply with the governing documents. The Firm shall proceed through the enforcement process which may result in the entry of a Judgment in the Association's favor.

Any liability arising out of the Association and/or its agent's failure to provide notice to a unit owner prior to handing the account over to the Firm, shall be borne by the Association. The Firm will rely exclusively upon the information provided by the Association and/or its agent. Any costs and/or fees incurred as a consequence of the Firm's reliance upon inaccurate information or any accounts erroneously turned over to the Firm for enforcement shall be borne solely by the Association.

#### FLAT RATE FEES

Certain aspects of the collection services will be billed on a flat fee or value billing basis for the services performed. The Association expressly authorizes the use of flat fee billing for the enforcement process to be determined and set at the sole discretion of the Firm. For a complete list of the flat fees, please feel free to contact us.

**PLEASE SIGN AGREEMENT ON PAGE 5**

# MIRZA BASULTO & ROBBINS, LLP

COMMUNITY ASSOCIATION LAWYERS

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## **COMMUNITY ASSOCIATION INFORMATION SHEET**

**PLEASE HAVE THIS FORM COMPLETED AND RETURNED TO THIS OFFICE  
ALONG WITH THE SIGNED COMMUNITY ASSOCIATION AUTHORITY TO  
REPRESENT / RETAINER AGREEMENT**

The following information is required to keep the Board of Directors informed and updated as to legal matters being handled by this firm. In the event that any of the below provided information becomes inaccurate or outdated, please contact this office to update as soon as practicable.

### **SECTION 1: ASSOCIATION INFORMATION**

1. \_\_\_\_\_  
ASSOCIATION'S COMPLETE LEGAL NAME
2. \_\_\_\_\_  
ASSOCIATION'S PHYSICAL ADDRESS (i.e. the Clubhouse or Office)
3. Office: \_\_\_\_\_ Cellular: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
ASSOCIATION'S TELEPHONE NUMBER AND FACSIMILE NUMBER (i.e the Clubhouse or Office)

### **SECTION 2: MANAGER INFORMATION**

4. \_\_\_\_\_  
NAME OF MANAGEMENT COMPANY
5. \_\_\_\_\_  
NAME OF PROPERTY MANAGER
6. \_\_\_\_\_  
MANAGEMENT COMPANY'S MAILING ADDRESS
7. PROPERTY MANAGER'S TELEPHONE/CONTACT INFORMATION:  
Office: \_\_\_\_\_ Cellular: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Pager: \_\_\_\_\_ E-mail \_\_\_\_\_

### SECTION 3: ACCOUNTANT INFORMATION

8. \_\_\_\_\_  
NAME OF ACCOUNTING FIRM (IF ANY)
9. \_\_\_\_\_  
NAME OF ACCOUNTANT (IF ANY)
10. \_\_\_\_\_  
ACCOUNTING FIRM'S MAILING ADDRESS (IF ANY)
11. ACCOUNTANT'S TELEPHONE/CONTACT INFORMATION:  
Office: \_\_\_\_\_ Cellular: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Pager: \_\_\_\_\_ E-mail: \_\_\_\_\_

### SECTION 4: BOARD OF DIRECTORS – LEGAL LIAISONS

It is suggested that the Board appoint two (2) board members to act as legal liaisons to communicate with the Firm as necessary. Absent proper board action and vote to limit contact with the Firm to certain members of the Board, the Firm is authorized to speak with all members of the Board, however, the following persons will be utilized as the main contacts between the Association and the firm:

#### LEGAL LIAISON INFORMATION

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| 12. _____<br>NAME OF LIAISON #1     | _____<br>NAME OF LIAISON #2         |
| _____                               | _____                               |
| TITLE OF LIAISON #1                 | TITLE OF LIAISON #2                 |
| _____                               | _____                               |
| STREET ADDRESS OF LIAISON #1        | STREET ADDRESS OF LIAISON #2        |
| _____                               | _____                               |
| CITY, STATE, ZIP CODE OF LIAISON #1 | CITY, STATE, ZIP CODE OF LIAISON #2 |
| Work: _____                         | Work: _____                         |
| Fax: _____                          | Fax: _____                          |
| Home: _____                         | Home: _____                         |
| Fax: _____                          | Fax: _____                          |
| Cellular: _____                     | Cellular: _____                     |
| Pager: _____                        | Pager: _____                        |
| E-mail: _____                       | E-mail: _____                       |

## SECTION 5: CORRESPONDENCE INFORMATION

PLEASE CHECK ONE OF THE FOLLOWING:

- ( ) All correspondence, status reports and checks should be sent to the Manager/Management Company, at the address noted in Section 2, with copies to Board Liaison #1, at their address noted in Section 4.
- ( ) All correspondence, status reports and checks should be sent to Board Liaison #1, at their address noted in Section 4, with copies to the Manager/Management Company, at the address noted in Section 2.
- ( ) Other (Please complete below).

### ORIGINALS TO:

NAME

TITLE/CAPACITY

STREET ADDRESS

CITY, STATE, ZIP CODE

### COPIES TO:

NAME

TITLE CAPACITY

STREET ADDRESS

CITY, STATE, ZIP CODE

## SECTION 6: DELINQUENT ACCOUNTS

### Payment Plan Authorization

Until further notice, the Board of Directors hereby authorizes the Firm to extend payment terms to those unit owners who agree to pay all past due assessments, penalties, costs of collection and all assessments which will come due during the term of any such plan for a maximum term of :

PLEASE CHECK ONE OF THE FOLLOWING:

- ( ) Twelve (12) months    ( ) Nine (9) months    ( ) Six (6) months
- ( ) Three (3) months    ( ) Two (2) months    ( ) One (1) month
- ( ) Payment plans are **NOT** authorized without Association approval.

## SECTION 7: CORRESPONDENCE INFORMATION

How many units/homes are located within the Association? \_\_\_\_\_

How often are assessments levied? MONTHLY QUARTERLY ANNUALLY

Is the assessment the same for all units/homes/lots? YES NO (see below)

Type \_\_\_\_\_ Type \_\_\_\_\_ Type \_\_\_\_\_ Type \_\_\_\_\_

Amt. \$ \_\_\_\_\_ Amt. \$ \_\_\_\_\_ Amt. \$ \_\_\_\_\_ Amt. \$ \_\_\_\_\_

Does the Association charge a late fee for delinquent assessments? NO YES (see below)

Due Date - \_\_\_\_\_ Amount - \_\_\_\_\_ Interest Rate - \_\_\_\_\_