

AGREEMENT FOR LEGAL SERVICES

This document is a binding fee agreement between CITY OF MYRTLE BEACH, SC (the “Client”) and Thurmond Kirchner & Timbes, P.A., W. Ronald Bonds, Esq. and Law Office of Michael Y. Saunders, Esq. (collectively “Special Counsel”) for the provision of legal services in connection with **the investigation and initiation of a law suit for the recovery of accommodations fees, hospitality fees, and business license fees due the Client from short term rental companies** (the “Matter”) and is subject to the following terms and conditions:

1. Scope of Representation: Client wishes to hire Special Counsel to represent it in the above-referenced Matter. Client represents and warrants that it is not represented by any other attorney or law firm in connection with this Matter. Any additional matters will require a separate fee agreement. This agreement does not cover any form of appeal. A new agreement will be required for any appeal, including an appeal from a Summary Judgment Order.
2. Legal Fees: Client and Special Counsel have discussed and agreed that Special Counsels’ legal fee will be collected on a contingency fee basis. The contingency fee will be one-third (1/3) of any monetary recovery in this Matter, whether by settlement or verdict. The remaining two-thirds (2/3) will be payable to Client, less any outstanding expenses (the definition of which is more fully set forth below). Client also agrees to pay Special Counsel one-third (1/3) of any prospective relief or recovery for one (1) year commencing after the lawsuit is settled, or commencing in the first year in which the prospective recovery is paid, or as otherwise ordered by the Court. It is understood and agreed that Special Counsels’ percentage is solely for professional services rendered and does not cover any expenses or costs.
3. Expenses, Costs, and Disbursements: Certain charges and expenses are payable by Client, such as filing fees, copying and delivery charges, travel expenses, postage, court reporter fees, deposition transcript fees, expert fees, investigator fees and the like. These expenses will be advanced by Special Counsel and will be deducted from the Client’s share of any recovery. Special Counsel is hereby authorized to employ and utilize such experts as they deem appropriate to investigate, prosecute and prove the Matter.
4. Class Action: Client understands and agrees that this Matter *may* be pursued as a Class Action of all similarly situated municipalities in South Carolina with Client assuming a lead role. Should this Matter be certified as a Class Action, Client agrees to allow Special Counsel to petition the Court for an attorney fee award greater than one-third (1/3) as long as the increase attorney fee is awarded outside of the recovery such that the net award to the Client is not reduced any further.

5. Informed Client: Special Counsel agrees to keep Client reasonably informed on all matters regarding this representation as well as counsel and advise Client on any necessary matters. Special Counsel further agrees to notify Client promptly as to all offers of settlement and/or compromise and to discuss the potential benefits and risks of accepting any such settlement and/or compromise. Client acknowledges and understands that success is not guaranteed, and any statements implying such are matters of the Special Counsels' opinion.

6. Association by Special Counsel: The Client does hereby authorize Special Counsel to engage the services of any other attorney or firm, for and on behalf of Client if the Special Counsel deems such association to be in the best interest of the Client. Client understands that the association between the law firms or attorneys will not result in any increase in the total Legal Fee earned and will **not** cost the Client any additional money. Client hereby agrees to any fee sharing arrangement between other firms or attorneys.

7. Conflicts: Special Counsel and Client have discussed and agreed that there are no foreseeable conflicts of interest regarding this matter. However, should a potential or actual conflict arise, Special Counsel will promptly consult with Client, and Client understands that Special Counsel may have to withdraw from representation in this matter.

BY THE CLIENT:

The undersigned represents and warrants that he/she has the authority to enter into this Agreement on behalf of Myrtle Beach, South Carolina:

CITY OF MYRTLE BEACH, SC

By: _____

Date

Its: _____

SPECIAL COUNSEL:

Jesse A. Kirchner
Thurmond Kirchner & Timbes, P.A.

Date

W. Ronald Bonds

Date

Michael Y. Saunders

Date