

RECOVERY AGREEMENT

This Recovery Agreement, dated this ____ day of _____, 2014 (the "Agreement"), is entered into by Jacob Law Group, PLLC ("Firm") and _____, ("Client").

NOW, THEREFORE, in consideration of the premises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Client is a municipality of the State of Mississippi and this agreement is governed by Miss. Code Ann. §21-17-1*

Client shall, from time to time and in its sole and absolute discretion, refer to Firm certain Accounts that are in default. Firm reserves the right to refuse to represent Client on certain Accounts if after reasonable investigation and review the Account is deemed uncollectable by Firm or if Firm has a conflict that prohibits it from representing Client against the Account Debtor. Unless otherwise agreed in writing, all Accounts referred to Firm by Client shall be governed by the Agreement:

Fee.

1. Delinquent payment for collections made within the State of Mississippi

The compensation that Firm shall receive for its performance of services under this Agreement shall be a collection fee equal to twenty-five percent (25%) of the delinquent payment for collections made within this state. Firm and Client understand that the Fee is to be in addition to the delinquent payment owed to the Client.

Any payment received by Firm from a debtor residing in the State of Mississippi shall be considered to consist of payment on the delinquency referred to it for collections plus 25% of that amount for the Collection Fee. With such payment, Collector is authorized to retain as its Fee 20% of this payment that represents the 25% collection fee amount of the payment. The remaining 80% of the payment is to be forwarded to Client.

2. Delinquent payment for collections made outside the State of Mississippi

The compensation that Firm shall receive for its performance of services under this Agreement shall be a collection fee equal to fifty percent (50%) of the delinquent payment for collections made outside this state. Firm and Client understand that the Collection Fee is to be in addition to the delinquent payment owed to the Client.

Any payment received by Firm from a debtor residing outside of the State of Mississippi shall be considered to consist of payment on the delinquency referred to it for collections plus 50% of that amount for the Collection Fee. With such payment, Collector is authorized to retain as its Collection Fee 33.33% of this payment that represents 50% collection fee amount of the payment. The remaining 66.66% of the payment is to be forwarded to Client.

Bond. At the election of the Client, Firm shall give bond or other surety payable to the Client in such amount as the governing authority of the Client deems sufficient.

Settlement. Firm cannot settle a debt for an amount less than the placed amount without prior written approval from Client.

Partial Payments. Partial payments are allowed to be collected by the Firm and these payments will be remitted and fee will be invoiced as set forth in this agreement.

Remits. Firm agrees to pay the gross amounts collected on a monthly basis. Firm also agrees to provide an invoice for fees that includes itemization of amount paid to Firm, date of payment, Client's account number, and debtor's name.

Direct Payments. In the instance where an account is reduced by the Client by a payment made directly to Client, Client shall calculate the Fee and remit that Fee to Firm.

Information. Client will provide the necessary documentation in support of its Accounts referred to Firm provided such documentation is within its possession or is readily available. Further, Client will make its own employees available for testimony should such testimony be required.

Licensing. Firm warrants that it meets all licensing requirements for doing business in the State of Mississippi and all attorneys employed by Firm are in good standing with the Mississippi Bar.

Term. The Agreement shall be effective as of the date first set forth above and shall continue indefinitely until terminated as provided herein.

Termination Without Cause. Either Client or Firm may terminate the Agreement, for any reason whatsoever, upon at least thirty (30) days prior written notice to the other party of its intent to terminate the Agreement.

Compliance with Applicable Laws. Firm represents, warrants, and covenants that when performing its obligations under the Agreement, Firm shall comply with all applicable federal, state and local laws, statutes and regulations.

Indemnification. Neither the Client nor any officer or employee of the Client shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of any person or business with whom the Client has contracted under the provisions of this subsection.

Notice. All notices provided for under this Agreement must be in writing and personally delivered or sent by United States mail, postage prepaid, to the party to whom the notice should be given at the address set forth below or via electronic delivery at the electronic mail address listed below. The parties agree to promptly notify each other in writing of any change of address, name or contact person.

For Firm: Michael Jacob
 Jacob Law Group, PLLC
 2623 West Oxford Loop
 P.O. Box 948
 Oxford, MS 38655
 mjacob@jacoblawgroup.com

For Client: _____

Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties, this Agreement contains all of the covenants and agreements between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement or incorporated specifically herein, and that no other agreement, statement, or promise not contained in this Agreement or specifically incorporated herein, shall be valid or binding. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

Governing Law. This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance or otherwise, by the laws of the State of Mississippi.

WITNESS our signatures on this, the _____ day of _____, 2014.

JACOB LAW GROUP, PLLC
Michael A. Jacob, II, Esq

* Miss. Code Ann. § 21-17-1*

(6) The governing authority of any municipality may contract with a private attorney or private collection agent or agency to collect any type of delinquent payment owed to the municipality, including, but not limited to, past due fees and fines. Any such contract debt may provide for payment contingent upon successful collection efforts or payment based upon a percentage of the delinquent amount collected; however, the entire amount of all delinquent payments collected shall be remitted to the municipality and shall not be reduced by any collection costs or fees. Any private attorney or private collection agent or agency contracting with the municipality under the provisions of this subsection shall give bond or other surety payable to the municipality in such amount as the governing authority of the municipality deems sufficient. Any private attorney with whom the municipality contracts under the provisions of this subsection must be a member in good standing of The Mississippi Bar. Any private collection agent or agency with whom the municipality contracts under the provisions of this subsection must meet all licensing requirements for doing business in the State of Mississippi. Neither the municipality nor any officer or employee of the municipality shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of any person or business with whom the municipality has contracted under the provisions of this subsection. The Mississippi Department of Audit shall establish rules and regulations for use by municipalities in contracting with persons or businesses under the provisions of this subsection. If a municipality uses its own employees to collect any type of delinquent payment owed to the municipality, then from and after July 1, 2000, the municipality may charge an additional fee for collection of the delinquent payment provided the payment has been delinquent for ninety (90) days. The collection fee may not exceed fifteen percent (15%) of the delinquent payment if the collection is made within this state and may not exceed twenty-five percent (25%) of the delinquent payment if the collection is made outside this state. In conducting collection of delinquent payments, the municipality may utilize credit cards or electronic fund transfers. The municipality may pay any service fees for the use of such methods of collection from the collection fee, but not from the delinquent payment. There shall be due to the municipality from any person whose delinquent payment is collected under a contract executed as provided in this subsection an amount, in addition to the delinquent payment, of not to exceed twenty-five percent (25%) of the delinquent payment for collections made within this state, and not to exceed fifty percent (50%) of the delinquent payment for collections made outside of this state.