

[Date]

[Client’s Name]

[Client’s Address]

[Client’s City, State & Zip Code]

Re: [Seller] to [Buyer]

[Property Address]

[City/Town/Village]

 [County]

Our File No. [\*]

Dear: [Client’s Name]

Thank you for retaining our firm to represent you in the above referenced matter. Thisretainer letter will confirm our mutual obligations concerning this representation and should familiarize you with various aspects of the referenced real estate transaction.

The legal services to be provided shall include the preparation and/or review of all documents relating to the transaction, obtaining any required title search work which you may be contractually obligated to provide to the purchasers, and your personal representation at the closing. We will also provide such reasonable pre-contract, contract and closing consultations as may be required.

Except as otherwise provided in the next paragraph, the legal fee for your services is agreed to be $\_\_\_\_, which takes into consideration all reasonably expected matters. You should, however, be aware that some real estate transactions require an unexpected or extraordinary amount of time and work to represent you properly.

Should this occur, you will be charged an additional fee based upon the extraordinary time required to conclude the matter. You will also be required to reimburse us for out-of-pocket expenses incurred on your behalf, i.e., messenger service, overnight or express mail, long distance telephone calls, telefax transmissions sent or received at $1.00 per page, etc. In the event that the transaction does not close, our legal fee will be based upon the time our firm has devoted to your representation. In no event will this be less than 50% of the agreed fee.

[Client’s Name]

[Date]

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This is to confirm that you have read this letter, agreed to our engagement, and received a copy, which has been fully discussed and explained to your complete satisfaction. Of course, we will always be available to discuss any of the matters set forth in this letter or anything else you may question or be concerned about regarding the subject transaction.

ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Ru1es of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Thank you for considering this firm.

Very truly yours,

BY:------------------------------

enc.

Received and Agreed to this

\_ day of , 20\_\_.

[Client’s Name] [Client’s Name]