



## Engagement Letter

RE: Purchase of Property Located at: \_\_\_\_\_

Dear Prospective Client,

I appreciate the opportunity to act as your legal counsel. This letter sets forth the basic terms upon which you have engaged this office to represent you, including the anticipated scope of our services and the billing policies and practices that will apply to the engagement.

Although we expect our normal method of communication will be less formal than a written statement such as this, I believe it is important to set forth the terms of our engagement. I request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please return a *signed* copy of this letter to me at your earliest convenience.

In order to avoid confusion in the future regarding the terms of our representation, we believe it will be helpful to set forth in this letter the basic terms of our engagement. They are as follows:

### **Scope of the Engagement**

1. Review, negotiate and modify terms of the contract pursuant to the Attorney Modification Period in the Real Estate Sales Contract;
2. Review the evidence of title of the real property you contract to purchase, review documents submitted by the Seller relative to the transfer of the property, review the closing statement and confirm the related financial transaction;
3. Determine compliance by all parties with agreements; and,
4. Ensure that all financial aspects of the purchase are reconciled at time of Closing

**Please note that my legal services do not include the following and shall require an additional retainer agreement and fee:**

1. Post-Closing Repair or Possession Matters
2. Litigation



**Buyer Obtaining Loan:**

- a. Traditional Purchase File: My fees for representing you as a buyer who is obtaining a loan are \$550.00 (Five Hundred Fifty Dollars and No Cents).
- b. In the event, I work on the file longer than 60 days, but the file fails to close, any extra time will be billed at an hourly rate of \$150.00 (One Hundred Fifty Dollars and No Cents).
- c. If the file cancels prior to the closing date, my fee for representing you will be \$275.00 (Two Hundred Seventy-Five Dollars and No Cents).

I look forward to working with you and are honored to represent you. Please do not hesitate to call me if you have any questions concerning these matters.

Very Truly Yours,

Tracy C. Stallworth

COUNSELLOR AT LAW



### **Certification of Receipt**

RE: Purchase of Property Located at: \_\_\_\_\_

The foregoing represents the entire agreement between the Firm and the Client. By signing below, the Client acknowledges that he or she has carefully read this Agreement, understands its content, and agrees to be bound by all of its terms and conditions; that the Firm has made no representations to the Client as to the likelihood of the outcome of any proceedings now pending or to be brought by or against the Client, and that the Client believes this Agreement to be fair and reasonable.

We, the above named \_\_\_\_\_, acknowledge receipt of the aforesaid engagement letter this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Prospective Client

\_\_\_\_\_  
Prospective Client