

Purser & Glenn, PLLC

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Julie B. Glenn*
Rodney L. Purser

*licensed in South Carolina

ENGAGEMENT LETTER: FLAT FEE

Re: Confirmation of Engagement

[date]

[Client Name]
[Client Address]
[Client Address]

We are pleased that you have asked Purser & Glenn, PLLC to serve as your counsel. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter will represent the terms of our engagement. Again, we are pleased to have the opportunity to serve you.

Scope of Representation:

We have been engaged to represent _____ for the purpose of representing client in sale of property designated as _____ and preparation of Deed, Lien Waiver and FIRPTA hereafter referred to as the “matter” or “engagement”. However, engagement does not include resolution of any title issues or preparation of a metes and bounds legal description or litigation, including but not limited to enforcement of the sales contract.

Nature of Relationship:

Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If any of you has any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

Multiple Attorneys:

Julie B. Glenn will be the primary attorney handling this matter. She will be available to you for conferences and meetings upon your request, and you can call the office at any time for questions or concerns. In the event that Julie Glenn is unavailable, Rod Purser will be fully informed and prepared to discuss any issues or respond to any inquiries. You should also be aware that other partners, attorneys, paralegals or experts from outside the firm will be called upon as necessary so that the best possible services can be provided.

ATTORNEY-CLIENT AGREEMENT TOOLKIT

Even though you have delegated certain levels of authority to act on your behalf, there will be times when we will not be able to proceed without your full and sometimes written consent, such as when negotiating settlement offers or when conflicts arise. Please notify us of any plans for extended travel or if any changes are made to contact information.

Communications:

It is important to keep our communications with you confidential. There are legal reasons for confidentiality such as avoiding risk of inadvertent disclosure or loss of attorney client privilege.

You should avoid any communications of sensitive matters with us where the conversation might be overheard. You should avoid discussing any of our communications with other people including your friends and family.

You should avoid using any workplace computer to send us email. Employee communications on workplace computers are typically subject to an employer's internal policies. These policies often permit your employer access to your email communications even on your personal email account.

Our firm uses email to communicate with clients but you should only do so on a personal computer, device and network using a personal email address.

Fees and Expenses

Our fees will be based primarily on the flat fee of \$500.00 for document preparation. For legal representation above and beyond document preparation, our standard hourly rates for attorneys likely to be involved currently range from \$150.00 to \$250.00 per hour. Time devoted by legal assistants is charged at hourly rates ranging from \$25.00 to \$50.00 per hour. These rates are subject to periodic change by our firm. In addition to the number of hours involved, we take into consideration other factors in determining our fees, including the urgency of the matter, the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by the client or matter, the results obtained, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our representation.

We will bill for out-of-pocket expenses, and also bill an administrative expense charge per billable hour in lieu of charging for long distance charges, routine copy costs, postage, and similar office expenses. Our fee will be collected at the time of closing.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you will terminate upon the conclusion of this matter, our written notice to you that the engagement has concluded and the mailing of our final statement for services rendered in connection with this matter. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Termination of Legal Services

We are confident that we can work together in a matter satisfactory to you. However, you are free to terminate our services at any time. In addition, and subject to applicable rules of professional conduct governing attorneys, in the event we disagree on any aspect of this engagement or for other appropriate reasons, we have the right to withdraw from further representation of you. If you elect to terminate this engagement prior to the conclusion of the matter, or if we elect to withdraw, you are responsible for paying our attorney fees and expenses through the effective date of the termination of this engagement in accordance with the Fee and Expense provisions of this letter set out above.

Post Engagement Matters

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the engagement, there may be changes in applicable laws or regulations, or new legislation or court decisions, that could have an impact upon you, your future rights and liabilities, or the matter for which we are engaged hereunder. You understand and agree that you are not engaging us to monitor new legislation or court decisions, or changes in laws or regulations, that occur after we have completed the engagement described above, and you agree that we are not responsible for advising you of any such new legislation or court decisions, or changes in laws or regulations.

General Waiver of Conflicts

As we have discussed, you are aware that the firm represents many other companies and individuals. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those matters may be directly or indirectly adverse to you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Acknowledgment

If you have read, understood and are in agreement with the terms of our engagement as outlined above and in the attachment, sign and return a copy of this letter in the enclosed self-addressed envelope. We cannot begin to represent you until we have received the signed confirmation of our engagement. Again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

Julie B. Glenn
Purser & Glenn, PLLC

Enclosure:

The foregoing letter and the attachment accurately state the terms of our engagement of Purser & Glenn, PLLC to represent us in connection with the matter and under the circumstances described above, and this confirms our waiver of any existing conflicts and our waiver of future conflicts as described in the preceding letter.

Client

Date: _____