

FL – Real Estate:

This agreement dated _____ is made between _____ whose address is _____, referred to as the "Client" and ATTORNEY, whose address is _____, Florida, referred to as the "Attorney" and concerns the purchase of real property located at _____.

1. **SERVICES INCLUDED:** Client agrees that the Attorney will represent Client in this matter and the Attorney agrees to perform the following legal services: preparation and/or review of contract and any amendments; correspondence; phone conferences; negotiation of repair issues; preparation for closing including obtaining necessary title work; review of mortgage commitment and title commitment; and representation at closing.

The legal services will be performed by _____ or by a legal assistant under the direct supervision of _____.

2. **FEES:** The legal fee for the included services to be performed is estimated to be _____.

3. **SERVICES NOT INCLUDED:** The legal fee may be increases for situations not customarily encountered such as: escrowing of funds; governmental approvals; litigation; making or receiving a time of essence notice; extensive negotiations affecting the price or repairs; notices to cease or to terminate tenancies; preparation of a use and occupancy agreement, or power of attorney; rent increases; representation of closing out of office; rescheduling problems after closing time is fixed; unusual title problems; violations of landlord's rules and other items requiring extraordinary amounts of time and effort.

For such services not customarily performed the billing rate will be \$_____ per hour for a legal assistant and \$_____ per hour for an attorney.

CANCELLATION: Should this transaction be canceled by you or the seller, you will be billed a reasonable cancellation fee of \$_____ plus an amount for the "services not included" work performed on your behalf and out of pocket expenses paid on your behalf including overnight mail costs, certified mail costs, and recording fees. You may also be billed for additional expenses incurred for services rendered by vendors such as title searches and surveys by that vendor.

4. **ADDITIONAL EXPENSES TO OTHERS:** In addition to the legal fee, Client agrees to pay the Attorney for the expenses which may be incurred such as: application fees due lender; condominium or co-op monthly fees or deposit; filed map copies; insect and structural inspections fees; insurance; interest due lender; points due lender; recording fees; repairs; survey; taxes; title policy and abstract; utilities and overnight mail and certified mail.

This retainer agreement applies only to the above mentioned matter and the services under paragraph 1; once the above-referenced work is completed, if you require further legal services you will need to enter a new retainer agreement with this firm or retain other counsel.

5. PAYMENTS: The legal fee will be paid as follows: Retainer on execution of the agreement \$____. Balance at closing of title \$____. Total \$____.

6. You may pick a title agency of your choice, or the choice will be made by the Attorney or your lender. Under Florida state law, your lender may require you to use a certain title agency, in which case that title agency will be used. The title premium is determined by state law and regulations.

7. RECEIPT OF COPY: Each party acknowledges receipt of a signed copy of this Agreement.

IN WITNESS WHEREOF the parties have signed this agreement on the date first appearing.

ATTORNEY

X _____

Print Name: _____ & date: _____

CLIENT

Print name: _____ & date: _____

X _____