

THE GURVEY LAW GROUP, PC
ENGAGEMENT AND RETAINER AGREEMENT
FOR REAL ESTATE CLOSINGS

EMD USED FOR THE RETAINER

FOR: _____

The intent of this agreement is for us, The Gurvey Law Group, PC, to perform services to benefit you – specifically for us to open a file, run title and perform closing related services to handle your transaction as further defined. **To do so we require the initial receipt of funds that we will bill against – the “retainer”.**

- In lieu of any separate retainer, you agree to allow us to bill against the Earnest Money we are holding.
- We may ask for additional funds if during our involvement we come across issues which require additional work.

Services: All services are related to your transaction on the above property. We cannot promise that your transaction will actually close. There is no promise to resolve or finalize title problems or liens. We do not handle any litigation. We do not directly handle any probate or file any documents with the Probate Court. We may refer you to another attorney for probate or litigation for which your retainer may not be transferred. We may cancel or terminate our involvement at our sole discretion.

Representation: While we may initially represent the Buyer in this transaction. We may additionally represent a lender involved or a subsequent buyer. You acknowledge this and hold us harmless from any conflict.

Effect of Assignment: Should you assign your rights and interests to another party, this agreement shall remain in place for your retainer. If the transaction does close, you will be refunded your retainer and the respective parties billed at closing for our services as usual.

Costs: Some hard costs such as a title exam will rounded up from the actual cost to us to include our time to review. Other involvement may include legal assistants billing at \$150/hour and attorneys billing at \$350/hour.

Closing: If the transaction closes as expected – you will be given credit the Earnest Money and the typical parties will be billed as usual for services and products, if any.

Termination: The transaction will be considered as not closing if:

1. We receive a termination from the parties – either in writing or verbal.
2. The time of the closing passes without us being given a written extension or other documentation.
3. We withdraw or refuse to close for ANY REASON, including but not limited to attempted fraud.

If the transaction does **NOT** close as expected, is cancelled or terminated for any reason– within 10 business days we will provide an accounting and will disburse the balance as EMD to the appropriate party. It is at our discretion to waive or attempt to collect any balance owed.

Agreed to on the date signed below.

Buyer: _____
Date

Seller: _____
Date

Buyer: _____
Date

Seller: _____
Date

GLG: _____