

**SAMPLE AGREEMENT TO PROVIDE LEGAL SERVICES:  
PURCHASE OF REAL PROPERTY**

Thank you for selecting the Porter Law Network to represent you. We have agreed to perform legal services in connection with the purchase of ----- We will do everything we can to respond promptly and efficiently to your needs. If you agree with the terms after reading this letter, please sign and return the enclosed copy.

As your attorneys, we will review the real estate contract and suggest to you any modifications allowable under the "Attorneys' Modification" provision to the contract which we deem necessary for your protection. We will also notify the Seller's attorney of any deficiencies or repairs that arise from the home inspection. We will work with your lender, if necessary, and review the evidence of title, survey and other documentation required by the seller relating to the transfer of property. We will attend the closing with you and explain the closing process as it unfolds. Several months following closing, we will receive the recorded deed and final title policy, which I will review, copy for my file, and forward the original to you for safekeeping.

Our expected fee for this transaction will be \$\_\_\_\_\_. We request that you pay \$\_\_\_\_\_ immediately after the execution of this Agreement. In the event the contract for this purchase is cancelled, then you will incur a charge of \$150.00 for attorney's fees. If you enter into a new contract to purchase a different property within the next 90 days, you will receive a credit of \$150.00 for the closing for the new property.

The expected fee is \$\_\_\_\_\_.00. We must inform you that in the event of a dispute with the seller or if unusual circumstances arise, such as those we have detailed in the attachment to this letter, you will be charged additional legal fees based upon our customary hourly rates of \$300.00 for attorneys and \$125.00 for assistants. You will also incur additional legal fees if you have post-closing disputes with the seller or become involved in litigation about your purchase of the property. The expenses that we incur for out of pocket expenses such as extensive photocopying, travel, postage, overnight courier services, and the like will be added to the fee for our legal services. The balance that you will owe for the legal fees and expenses due will be itemized on the closing statement and will be paid at closing.

The Seller must be notified in writing in the event that you are unable to obtain a written loan commitment prior to -----, **OTHERWISE YOU ARE COMMITTED TO PURCHASING THE HOME EVEN IF YOUR LENDER WILL NOT LOAN YOU THE FUNDS NECESSARY TO COMPLETE THE PURCHASE.** My office will assist you in monitoring your financing deadline **only** if you notify me that you have doubts that your loan will be approved. It is incumbent on you to review your loan commitment letter carefully in the event that your lender requires certain documentation to be produced at or prior to closing such as proof of sale of existing home or payment of certain debts.

You will also be required to provide your lender with a homeowner's insurance policy and a paid receipt for the first year's premium in at least the amount of your mortgage at or prior to closing. Please check with your lender as to their requirements for homeowner's insurance. Your insurance representative should be given the name of your lender so that the policy will reflect coverage for the loan. The insurance policy should be obtained promptly as some lenders do not accept binders.

At the closing, you will be required to pay the balance of the purchase price and your loan charges and fees which must be by paid by the time of closing. I will provide you with an approximate figure for the funds necessary for the closing, however, despite my efforts, it will most likely be difficult to obtain exact closing figures for you until late in the afternoon the day prior to closing at best. You will need to arrange for your bank to wire the funds to the title company at least 24 hours prior to the closing.

It is critical that you schedule a walk-through of the property prior to closing and that a detailed list of any items requiring attention be prepared prior to closing. I suggest an inspection several days before the closing so as to give the seller a reasonable amount of time to verify and make necessary repairs and I also recommend a final brief inspection immediately prior to closing to verify repairs and that no damage has occurred to the premises in the interim.

Either party may also terminate this agreement with or without cause at any time upon giving written notice to the other party. The termination of this agreement will not affect your obligation to pay for the legal services we have rendered. This agreement contains our full and complete understanding with respect to the subject matter hereof. This agreement may be executed by facsimile or electronic signature and in counterparts. This agreement shall be governed by the laws of the State of Illinois in all respects. This agreement supersedes all prior representations and understandings whether written or oral.

SERVICES NOT INCLUDED IN THE EXPECTED FEE OF

The following is a list of the type of matters that we would consider unusual for your purchase. Such additional matters will be billed at our customary hourly rates of \$300.00 for attorneys and \$125.00 for assistants.

1. attendance at more than one closing;
2. negotiation and preparation of pre-possession or post possession agreements;
3. requests for or negotiations of numerous extensions regarding financing;
4. compliance with requests of a new lender (*e.g.*, obtaining documents and clearing credit problems);
5. unusually long closing ( a one and one half hour closing is customary);
6. clearing of unusual or unexpected title objections; and
7. inordinate number of calls to lender to expedite closing;

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