

Law Offices of

# **SYLVIA E. HELDRETH, P.A.**

Certified Specialist – Real Estate Law  
The State Board of Florida  
Board of Legal Specialization

Wills • Trusts • Estate Planning  
Probate Administration  
Incorporations • LLC Formations  
Condominium Law  
Mortgages • Refinances  
Title Insurance Closings

## **BUYER REPRESENTATION** **RETAINER AGREEMENT**

**Please deliver to Law Offices of Sylvia E. Heldreth, P.A., this completed agreement PLUS:**

- (1) A copy of the Contract for Sale and Purchase, if one is available at the time of completion of this agreement.
- (2) \$550.00 check payable to Law Offices of Sylvia E. Heldreth, P.A. This covers the attorney fees only. Any costs will be billed separately.

This Agreement is entered into by and between the **LAW OFFICES OF SYLVIA E. HELDRETH, P.A.**, called "Attorney" and \_\_\_\_\_, called "Client".

**Client** hires **LAW OFFICES OF SYLVIA E. HELDRETH, P.A.** and any Attorneys, law clerks, paralegals, and legal assistants hired (as employees or independent contractors) now or in the future by the **LAW OFFICES OF SYLVIA E. HELDRETH, P.A.**, to do the following:

Assist Client in their purchase of property located at \_\_\_\_\_ by performing and providing the services listed in this Agreement.

### **Attorney agrees to do the following:**

1. Review contract and any counteroffers with Client. Make recommendations as may be applicable.
2. Contact title insurance closer to obtain and review the title commitment, seller's deed and closing affidavit, all documents that client will be asked to sign (except full loan package), Settlement Statement HUD-1, and promissory note and mortgage (if client is getting a loan). Require changes or corrections as may be needed.
3. Order survey through closer, if client requests one or is getting a loan. Review survey for any encroachments or other objectionable matters.
4. Advise closer regarding deed address and how client wants to hold title.
5. Require closer to remove objectionable exceptions to the title (Schedule B-II of the title commitment) and provide gap coverage and delete standard exceptions as may be applicable.
6. Review Settlement Statement HUD-1 charges and credits; require changes or corrections as may be needed.

7. Be available to client for phone consultation as may be needed by client on matters relating to this purchase.
8. Upon completion of review process, call client regarding funds to close, closing procedure and to discuss any issues remaining or that have been resolved.
9. After closing (approximately 8 to 10 weeks later) contact title insurance closer for copy of final title insurance policy and recorded deed; Review for accuracy; and confirm originals have been sent to client. Require corrections as may be needed.

**Client agrees to do the following:**

1. Provide Attorney with fully signed copy of contract and any addendums.
2. Provide Attorney with name and contact information for title company that will be doing closing.

**How fees and costs are paid**

Client agrees to pay Attorney fees and costs as follows:

\$550.00 NONREFUNDABLE RETAINER FEE is payable upon signing of this Agreement. This means Client will not get the money back under any circumstances. Client understands and agrees that Attorney may deposit this retainer in Attorney's general operating bank account instead of a Client or other trust account and that Attorney may use all of it without any accounting to Client.

Any costs will be billed separately and are due and payable upon billing.

**Why such a Formal Agreement?**

We regret that this retainer agreement must be so formal; but it is important for you to understand that you and we are entering into a professional business relationship. We feel it is important that you fully understand all of the terms of our relationship, as this understanding will give both you and us a firm foundation for our relationship.

Client swears or affirms that he or she has read, understands and agrees to this contract and has been given a copy of it.

Dated: \_\_\_\_\_

Client Signature: \_\_\_\_\_/Email: \_\_\_\_\_  
Print Client Name: \_\_\_\_\_/Phone No: \_\_\_\_\_

Dated: \_\_\_\_\_

Client Signature: \_\_\_\_\_/Email: \_\_\_\_\_  
Print Client Name: \_\_\_\_\_/Phone No: \_\_\_\_\_