



92 Lenora St. (Makers Space, a coworking office)
Seattle, WA 98108
Craig@SeattlePropertyLawyer.com

Office/Cell: (206) 369-5949
Fax: (206) 770-7328
SeattlePropertyLawyer.com

BUYER FLAT FEE AGREEMENT

This is an agreement for the provision of legal services by attorney Craig Blackmon to or on behalf of NAME (“you”) in regards to your attempt to purchase SUBJECT PROPERTY (“Matter”). This Fee Agreement pertains only to legal services rendered in regards to the Matter. Representation in regards to any other matter is not encompassed by this Fee Agreement.

Upon the signing of this Agreement, you owe Craig a flat fee of \$750. This sum is immediately earned by Craig and considered nonrefundable. The funds will be placed into Craig’s general business account and not a trust account. If you are successful at getting the subject property under contract, you will owe an additional \$750 payable immediately. Finally, if you close and complete the purchase, you will owe a final \$1000 payable at closing (for a total fee of \$2500). If you discharge Craig before completion of the Matter, you will be entitled to a return of the flat fee paid that exceeds a “reasonable fee,” as determined by Craig.

Until expiration or termination of this agreement, Craig will provide you with legal counsel in regards to the Matter. In addition, for the initial flat fee of \$750, he will: (a) advise you about the purchase process, the risks inherent to purchasing a home, and how to minimize those risks; (b) draft one offer on the subject property; and (c) assist in negotiating contract terms and ensure the formation of a binding contract. For the second flat fee, Craig will: (a) ensure escrow and title are opened; (b) monitor contingencies and assist in satisfying them, including renegotiation of contract terms as appropriate; (c) review and analyze the preliminary title commitment and address any objections; and (d) review, analyze, explain, and revise as appropriate related documents. The scope of Craig’s representation is explicitly limited to these legal services.

This Fee Agreement expires six months from the date of signature below; or if you are unsuccessful in getting the property under contract or fail to close on it; or upon closing. If you are unsuccessful, you may renew this Agreement for another offer on a different property on these same terms. However, the initial up front fee will be reduced to \$500, and the total due for the transaction will be \$2250.

Craig is entitled to reimbursement for internal and external costs associated with his legal services in the Matter. Internal costs include copy and postage costs, while external costs are incurred through his use of outside vendors. Before incurring these costs, Craig will obtain your permission to incur them. If he does not get your permission, then you will not be responsible for the costs incurred.

Invoices for legal services rendered and costs incurred will be issued when payment is due per these terms. Amounts due are payable upon receipt. Simple interest at the rate of 1% per month (12% per year) will accrue and be added to the amounts due on any balance which remains unpaid for 30 days or more. Craig may at his sole discretion waive any accrued interest.

Craig reserves the right to withdraw from representation if warranted by the circumstances. Such circumstances include where you do not honor the terms of this Agreement, or fail to cooperate or follow his advice on a material matter, or upon his discovery of any act or circumstance that, upon his determination, would render continuing representation illegal or unethical.

Given the uncertainty inherent to any negotiations, you understand that Craig has not made and cannot make any promise or guarantee to you about the outcome of this representation or the Matter. Any expression by Craig as to the outcome of the Matter or his representation, whether made before or after you sign this Fee Agreement, is an expression of his opinion only.

If you and Craig dispute the fee due under the terms of this Agreement, then the two of you will negotiate in good faith. If you are unable to resolve the dispute, then the substantially prevailing party in any arbitration or litigation of the fee dispute will be entitled to an award of its attorney's fees and costs incurred, including through collection efforts.

Finally, in order to preserve the Attorney/Client Privilege, you should discuss this matter only with Craig in private communications. Until you have discussed and agreed otherwise with Craig, do not include anyone else on an email to Craig about the Matter, and use a personal email address, not a work address (unless you own the business).

By signing below, you agree as follows: *I have read and understand this Fee Agreement. My questions about it, if any, have been fully answered. There are no other agreements regarding the Matter, whether oral or written, between me and Craig.*

CLIENT

Date

CLIENT

Date

/s/ Craig Blackmon

DATE