



November 19, 2020

**GREENWICH ASSOCIATION, INC.**  
**Attn: Board of Directors**  
**Via Email Only**

Re: Terms of Representation

Dear Board of Directors:

We are pleased that you have considered our firm to perform legal services for you. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for these services. This letter is intended to set forth our understanding as to the nature and scope of the legal services we will render to you, the amount of our fees for these services, the manner in which our fees for these services shall be determined and the terms upon which you will make payment of these fees.

1. Nature of Legal Services. You have engaged us to represent the Association in all matters including foreclosures, receiverships and injunctive relief for any new matters. However, we have not made any representations or guarantees concerning the outcome of your matter. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on the same basis, and fees and costs will be payable under the same terms and conditions, as provided in this letter.

2. Fees for Services. You will be charged and agree to pay for our services on the basis of hourly rate of \$275.00 for all attorneys. The Firm reserves the right to raise the hourly rate on upon thirty (30) days notice. It is our practice to charge for our actual time expended on your behalf. No retainer is required from you until such time as we are engaged to perform any work that would require a large expense to be incurred. You understand that it is not possible at this time to determine the total amount of our fees for our services. We attempt at all times to expedite the manner in which we render our services and believe that our hourly charges are reduced by virtue of our expertise in this arena.

3. Costs. We will also charge you for certain costs and expenses, together with applicable taxes if any, which may include filing fees, recording costs, travel expenses, delivery charges, and court reporting fees. In order to save you money, our firm does not charge for long distance telephone charges, photocopies or postage unless they are extensive or provided as a flat

fee in the foreclosure matters. In addition to our fees for legal services, you agree to pay us for such costs, expenses, and taxes, and in the event large costs or advances are anticipated, we reserve the right to require a cost deposit from you prior to undertaking the expenditure of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, to cease to provide further legal services to you and may seek leave of Court to withdraw or to use any funds in trust to set off any balance owed to the firm. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time. In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you also agree to pay reasonable value of our attorneys' fees and costs. Interest at the rate of eighteen (18%) per cent annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

Further, both parties have the right to terminate this contract and HGL will withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued, or if you fail to cooperate with us on a timely basis.

5. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us, and we will then commence our representation.

We appreciate your confidence in our firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

  
RHONDA HOLLANDER, ESQ.

The undersigned acknowledges and agrees to the foregoing terms of representation this day of \_\_\_\_\_, 2020.

**GREENWICH ASSOCIATION, INC.**

By: 

Stefan Zak / President  
Print Name and Title