

[Law Firm Name]
[Address]
[City, State, Zip Code]
[Date]

[Client Name]
[Client Address]
[City, State, Zip Code]

Re: Engagement for Legal Services - Asset Purchase Agreement

Dear [Client Name],

This letter confirms the terms upon which [Law Firm Name] ("the Firm") will represent [Client Name] ("the Client") in connection with the proposed acquisition of certain assets from [Seller Name] ("the Transaction").

1. Scope of Services

The Firm will provide legal advice and representation including, but not limited to:

- Conducting legal due diligence on the target assets.
- Drafting, reviewing, and negotiating the Asset Purchase Agreement (APA).
- Preparing ancillary closing documents (Bills of Sale, Assignments, etc.).
- Coordinating the closing of the Transaction.

This engagement does not include tax advice, environmental assessments, or post-closing operational management unless specifically agreed to in writing.

2. Fees and Billing

Legal services will be billed on the following basis: [Hourly Rate / Flat Fee]. Our current hourly rates for personnel assigned to this matter are:

- Partners: \$[Amount]/hour
- Associates: \$[Amount]/hour
- Paralegals: \$[Amount]/hour

Invoices will be issued monthly and are payable within [Number] days of receipt.

3. Costs and Expenses

The Client agrees to reimburse the Firm for out-of-pocket expenses incurred, such as filing fees, search fees, travel expenses, and specialized delivery services.

4. Retainer

The Firm requires an initial retainer of \$[Amount] before commencing work. This amount will be held in our trust account and applied to the final invoice or as otherwise agreed.

5. Conflict of Interest

Based on the information provided, we have performed a conflict check and have determined that no conflict prevents us from representing the Client in this Transaction.

6. Termination

The Client may terminate this engagement at any time. The Firm may withdraw from representation subject to applicable professional conduct rules. All fees earned up to the date of termination shall remain payable.

Please indicate your acceptance of these terms by signing and returning a copy of this letter.

Sincerely,

[Attorney Name]
[Law Firm Name]

Agreed and Accepted:

Signature: _____

Name: [Client Representative Name]

Title: [Title]

Date: _____