[Date]

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

Re: Engagement for Legal Representation - Asset Purchase Agreement

Dear [Client Name],

This letter confirms that [Law Firm Name] has been retained to represent [Seller Name] (the "Seller") in connection with the sale of certain assets to [Buyer Name] (the "Buyer").

1. Scope of Services
Our services will include the following:

- Drafting, reviewing, and negotiating the Asset Purchase Agreement (APA).
- Reviewing ancillary documents such as bills of sale, assignments, and non-compete agreements.
- Assisting with the due diligence process from the Seller's perspective.
- Coordinating and attending the closing of the transaction.

2. Fees and Billing
Our professional fees for this matter will be based on [Hourly Rates / A Fixed Fee of $_____]. Out-of-pocket expenses such as filing fees, travel, and delivery charges will be billed at cost. Invoices will be sent [Monthly / Upon Completion] and are due within [Number] days of receipt.

3. Retainer
We require an initial retainer of $[Amount] before work commences. This amount will be held in our trust account and applied against our final invoice.

4. Client Responsibilities
The Seller agrees to provide all necessary financial records, contracts, and information required for disclosure schedules in a timely manner and to be available for consultations as needed.

5. Conflicts of Interest
Based on the information provided, we have performed a conflict check and have determined that no conflict exists that prevents us from representing the Seller in this transaction.

6. Termination
Either party may terminate this engagement at any time upon written notice, subject to the payment of any outstanding fees for services rendered up to the date of termination.

Please sign below to indicate your acceptance of these terms.

Sincerely,

[Attorney Name]
[Law Firm Name]

Accepted and Agreed:

_____
[Client Name/Authorized Signatory]

Date: _____