



# SHIN & ASSOCIATES

A PROFESSIONAL LAW CORPORATION

## ATTORNEY/CLIENT RETAINER AGREEMENT

THIS AGREEMENT, is made between Shin & Associates, hereafter referred to as "ATTORNEY" and \_\_\_\_\_, hereafter referred to as "CLIENT".

This agreement is required by California Business and Professions Code. Sections 6147/6146, and is intended to fulfill the requirements of that section.

### 1.01: LEGAL SERVICES TO BE PROVIDED

The legal services to be provided by ATTORNEY to CLIENT are as follows: Oversight, negotiations, consultation regarding short sale process.

### 1.02: LEGAL SERVICES SPECIFICALLY EXCLUDED

ATTORNEY shall not advise CLIENT with regards to any tax matters relating to the represented matter. And CLIENT agrees to make other and separate arrangements with a tax attorney or an accountant of his own selection in connection with all tax matters relating to the above representation.

Representation in connection with any legal matter other than or in addition to specific matter subject to this AGREEMENT; or

Representation in any capacity or to any extent whatsoever in connection with an appeal from any judgment or order herein, or indeed, in connection with any appellate remedies whatsoever.

If CLIENT wishes that ATTORNEY provide any legal services not too be provided under this AGREEMENT, a separate written agreement between ATTORNEY and CLIENT will be required.

### 1.03 RESPONSIBILITIES OF ATTORNEY AND CLIENT

ATTORNEY will perform the legal services called for under this AGREEMENT, keep CLIENT informed of progress and developments, and respond promptly to the inquires or other communications of CLIENT. CLIENT will be truthful and cooperative with ATTORNEY; keep ATTORNEY reasonably informed of developments and of her/his address, telephone number, and whereabouts.

### 1.04 ATTORNEY'S FEES

Fees to be evidenced and paid through Lender on the final HUD 1;  
CLIENT acknowledges that no fees will be incurred as a result of this AGREEMENT

### 1.05 LITIGATION COSTS

CLIENT will pay no cost for incurred by attorney or attorneys agent as it applies to this agreement.

### 1.06 RELEASE OF CLIENT'S PAPERS AND PROPERTY

At the termination of services under this agreement, ATTORNEY will release promptly to CLIENT on request all of CLIENT'S paper and property, subject to any protective order or nondisclosure agreement. CLIENT'S papers arid property include, e.g., letters, legal documents, physical evidence, and other items reasonably to CLIENT'S representation, whether CLIENT has paid for them or not.



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## 1.07 DISCLAIMER OF GUARANTEE

Although ATTORNEY may offer an opinion about possible result regarding the subject matter of this agreement, ATTORNEY cannot guarantee any particular result. CLIENT acknowledges that ATTORNEY has made no promises about the outcome and that any option offered by ATTORNEY in the future will not constitute a guaranty.

## 1.08: ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of the AGREEMENT will be binding on the parties.

## 1.09: ARBITRATION OF FEE DISPUTE

If a dispute arises between ATTORNEY and CLIENT regarding attorney's fees under this AGREEMENT and ATTORNEY files suit in any court other than small claims court, CLIENT will have the right to stay that suit by timely electing to arbitrate the dispute under the Business and Professional Code sections 6200-6206, in which event ATTORNEY must submit the matter to such arbitration.

## 1.10: EFFECTIVE DATE OF AGREEMENT

The effective date of this AGREEMENT will be the date when, having been executed by CLIENT, a copy of the AGREEMENT is received by ATTORNEY.

Shin & Associates, ATTORNEY: \_\_\_\_\_

\_\_\_\_\_, CLIENT: \_\_\_\_\_  
(please print name)