

CLIENT ENGAGEMENT AGREEMENT

THIS CLIENT ENGAGEMENT AGREEMENT, dated as of _____, 2021 (“this Agreement”), by and between Sands Anderson PC (the “Firm”) and the Town of Irvington, Virginia (the “Client”), provides as follows:

1. **Legal Services.** The Firm agrees to represent the Client in connection with providing general legal advice for the Client, and serve as Town Attorney, on an as-requested basis. The Representation shall be contingent upon the Firm’s receipt of a fully-executed copy of this Agreement. Notwithstanding the foregoing, in the event that legal services have been or are rendered by the Firm prior to the execution and delivery of this Agreement, the Client shall pay for such services rendered in accordance with the terms of this Agreement.

2. **Fees.** The fees (“Fees”) that the Firm shall charge the Client for the Representation shall be calculated by multiplying (i) the total number of hours and any fraction thereof, rounded up to the nearest one-tenth (1/10th) of an hour, that each of the Firm’s attorneys and staff spend working on the Representation, by (ii) the respective billing rates, which are subject to change from time to time, and shall initially be as follows:

<u>Initial Billing Rates:</u>	Shareholders: \$335.00
	Counsel: \$335.00
	Associates: \$335.00
	Paralegals: \$185.00
	Law Clerks: \$185.00

The Client and the Firm may, from time to time, agree in writing to a project budget.

3. **Expenses.** The Client shall fully reimburse the Firm for all out-of-pocket costs and expenses of any kind or character (collectively, the “Expenses”) incurred by the Firm in connection with the Representation. The Firm may, as it deems appropriate, forward one or more vendor invoices related to the Representation directly to the Client for payment, and the Client hereby agrees to fully pay all such invoices in accordance with their respective terms.

4. **Payment Terms. Invoice; Net 30.** The Firm may send to the Client a monthly statement (“Invoice”) of all outstanding Fees and Expenses due and owing as of the last day of the previous calendar month, and the Client shall pay all such Fees and Expenses no later than thirty (30) days following the date of each such Invoice. In the event that the Client fails to pay any Fees and/or Expenses when due and owing, the Client shall reimburse the Firm for any and all attorneys’ fees and related costs and expenses incurred in collecting any outstanding Fees and/or Expenses hereunder. Client shall pay all fees associated with the processing of credit card payments made by Client under this Agreement. Anything herein to the contrary notwithstanding, the Firm shall be permitted to require, at any time during the Representation, that the Client pay to the Firm Advanced Fees in such amount as the Firm deems sufficient under the circumstances to fully satisfy the Fees and Expenses anticipated to be expended in connection with the Representation going forward. Time is of the essence with respect to all of the Client's financial obligations under the Agreement.

5. **No Guarantee of Result.** The Firm makes no representation or assurance regarding the result or outcome of the Representation, and the Client hereby acknowledges that no such representation or assurance has been made, and agrees that there is no guarantee of the result or outcome of the Representation.

6. **Termination.** Either the Firm or the Client may terminate this Agreement at any time, with or without cause, by providing written notice of such termination to the other, provided, however, that such a termination shall not release the Client or any guarantor, as identified below, from their respective payment obligations hereunder, with respect to any Fees and/or Expenses accrued or incurred under this Agreement, including those necessary to formally withdraw from the Representation. The Client expressly acknowledges that, after reasonable notice, the Firm may withdraw from representing the Client for failing to pay outstanding Fees and Expenses.

7. **File Retention.** During the Representation, the Firm will provide to the Client, where applicable, copies of certain documents generated or received by the Firm. At the conclusion of the Representation, the Firm will retain the Client's file for a period of seven (7) years. The Client agrees that after seven years, the Firm may destroy the Client's file without further notice.

8. **Miscellaneous.** This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original. A facsimile or .pdf scanned electronic copy of any signature to this Agreement shall have the same force and effect as the original. If the Client consists of more than one party, then all of the Clients' obligations hereunder shall be joint and several. The section headings herein are for convenience of reference only, and shall not affect the interpretation of this Agreement. This Agreement shall not be construed against the drafting party. The invalidity of any portion of this Agreement shall not invalidate the remainder of this Agreement. All understandings and agreements of the parties with respect to the Representation are merged into this Agreement. This Agreement may not be assigned. This Agreement shall be binding on the Client and the Client's successors. As used in this Agreement, the singular of any word shall include the plural, and vice versa. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to Virginia's choice-of-law jurisprudence.

WITNESS the following signatures as of the date first above written.

SANDS ANDERSON PC

TOWN OF IRVINGTON, VIRGINIA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: Shareholder

Title: _____