

Tyler Manic
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## Via e-mail

November 15, 2021

Marc Bortz

## **RE:** Zoning Representation

Dear Mr. Bortz,

Thank you for giving our firm the opportunity to represent you in connection with the matter described above.

Our fees are computed on an hourly basis in accordance with the standard rates assigned to the attorney performing the work. The initials of the attorneys and their hourly rates will appear on the bill. While the attorneys at our firm have a wide range of hourly rates, the maximum hourly rate that will be charged to you will be //hour. In addition, our law clerks and paralegals (ranging from to //hour) may perform paralegal and research-type work at lower hourly rates. Our rates are subject to an annual adjustment, and the applicable rates will be those in effect at the time the services are rendered; however, there we will not adjust the rates without first giving you 30 days prior written notice.

It is difficult to determine in advance the amount of time that will be needed to complete this matter and the total amount of hourly fees and costs which may be incurred. We will keep you fully informed of the work being performed and you will receive monthly statements describing the work completed.

You have the right to terminate our services upon written notice at any time. We also have the right to terminate our services if you fail to pay in full the monthly statements or to cooperate on reasonable requests.

In addition to our fees, you will be responsible for all costs, such as filing and zoning search fees or retention of experts. All costs and expenses advanced on your behalf will be itemized and billed to you. We agree to waive all fees for ordinary expenses such as secretarial services, postage, telephone and telecopying, and long distance and cellular telephone fees.

Our billing procedures are designed to be as simple and clear as possible. You will receive a monthly statement for services rendered and for costs and expenses incurred for that month. Payment of all monthly invoices will be due within 30 days of receipt of each monthly invoice.

We communicate from time to time with our clients using telecopiers, mobile telephones and e-mail. These forms of communication are not completely secure against unauthorized third-party access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know immediately in writing and we will attempt to honor your request.

If this letter accurately summarizes your understanding of our attorney-client relationship, please indicate your approval and acceptance by dating and signing this letter and returning one signed copy to us. The terms of this letter will apply to all matters in the future unless we enter into a new agreement as to that matter.

| We appreciate working with you on this matter. |
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| Sincerely,  My  Tyler Manic                    |
| Tyler Manic                                    |
| AGREEMENT ACCEPTED:                            |
| By:<br>Date:                                   |
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