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Dear Valued Clients,

Thank you for your interest our firm representing you in your real estate endeavors. The following shall outline the transaction process as well as confirm our mutual obligations to one another.

After your initial consultation with your attorney, the legal fee will be determined based upon individual circumstances.

Our office will put your interests first at every step of the transaction, respond to any inquiries promptly and provide great service. We will offer our very best counsel at every step of the way and make sure your legal rights are protected. We shall be transparent about the process and thoroughly explain any potential issues so you can make informed decisions.

**Most inquiries can be handled through email which usually provides the quickest response;** of course, we are also always available via telephone during business hours. Our office works as a cohesive unit of professionals that are intimately familiar with every single transaction; thus any one of us can assist you with your transaction.

Our interactive website is a very useful tool that will keep you in the loop the entire transaction, often times providing automated updates that you will receive via email. However, those notifications are generalized and do not always reflect the specifics of your particular transaction.

**Contract Review:**

- A real estate contract is written evidence of a meeting of the minds between you and the seller. The contract contains all of the terms and conditions of the transaction and describes the parties' respective rights and obligations. The contract will also contain contingency provisions and representations made by you and the purchaser that describes what will happen if things do not go exactly as stated in the contract.
- The purchaser may conduct a home inspection. Should they attempt to negotiate credits and/or repairs pursuant to the report, your **agent** will assist you in brokering the terms.
- One of the most important terms is often the 'closing date'. Typically in real residential estate transactions an 'on or about' closing date is utilized. The term 'on or about' provides for closing 30 days before **or after** the date that is set in the contract. Thus this should be taken into consideration when negotiating terms with your agent. The date is agreed upon with the expectation the parties exercise 'good faith' and is **not** guaranteed. If either party does not abide by this deadline then the other party's remedy would be to commence litigation if a more viable alternative is unavailable. There is no remedy included in the contract for us to automatically penalize the offender.

- Once all terms have been agreed upon, we shall send out the proposed contract to the purchaser's attorney.
- Upon receipt and review of proposed changes to the contract (if any), we will discuss with you what changes are necessary. Afterwards, we will negotiate these changes with the buyer's attorney on your behalf.
- Upon verification that the contract is fully negotiated, the purchaser will sign first and upon receipt of the 'partially executed contracts,' our office will contact you to schedule an appointment so that we may thoroughly review the terms. If you prefer to sign electronically that can be arranged as well. If you have any particular questions, you may find it helpful to organize a list so that we may better assist you at the contract signing.
- After you sign the contract, we shall overnight same to the purchaser's attorney. Upon receipt by the purchaser's attorney both parties are 'officially in contract' and bound to the contractual terms. It is at this time that the purchaser's down payment check will be deposited into our office's attorney escrow account.
- No representation as to taxes is included in a contract. Be sure you have disclosed the true tax amount without exemptions for the property via your agent.

### **Title Search:**

- This is a detailed examination of the historical records of a property. The purpose of the search is to make sure the purchaser takes title to the home from you as the legal owner 'free and clear' of any liens, judgments, tax arrears or other claims filed against the property or property owner which would adversely affect the ownership, marketability or value of the property.
- The contract will generally state that the sale is conditioned upon you transferring "good and marketable" title to the property. This means that you must transfer title free and clear of all judgments, mortgages and other liens which may exist against the property.
- The contract will also generally state that the sale is conditioned upon you the delivery of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) **and all of the other improvements** located on the property authorizing their use as a one/two/three family dwelling at the date of Closing.  
**Please notify us immediately if this is not the case as it will be your responsibility to remedy.**
- The buyer's attorney is responsible to order the title report. Our office will review upon receipt and shall notify you of any defects to ensure any issues which require correction are addressed in an expedited manner. Thereafter we will continue to follow up with the applicable parties to verify that all issues are resolved.

### **Financing:**

- Most real estate transactions are subject to the purchaser obtaining financing. The purchaser must obtain a Mortgage Commitment from a lender within thirty to forty-five days. The purchaser must act in good faith, promptly apply for a mortgage loan, and fully cooperate with the request of their lender during this process. If the purchaser cannot obtain a mortgage commitment, usually either party may cancel the contract, and the contract down-payment shall be returned.

### **Clear to Close:**

- After the purchaser receives their commitment, the purchaser's loan officer will clear all of the commitment conditions. The lender's attorney will also need to approve the file for funding. Thereafter, we will be able to schedule a mutually agreeable closing date with all parties.

- Generally speaking, per banking regulations, a closing can only be scheduled 72 hours (excluding Federal holidays and Sundays) **after** the buyer has acknowledged the Closing Disclosure.

**Closing:**

- Our office will prepare a financial closing statement that outlines the entirety of the transaction in a manner that is easily understood. At closing we shall review all documents so as to ensure that you are fully aware of all that transpires at such time.
- Please be aware that simply because a closing date has been scheduled, that does not automatically mean you will be giving actual possession of the premises that day. Kindly advise if you require more time to vacate, pursuant to the terms of the contract.
- Additionally, the purchaser shall have the right to conduct a final walkthrough of the premises prior to closing. This will be scheduled through the parties' respective agents to ensure the property is in the condition called for in the contract. It is imperative that you contact us immediately if there are any issues at the walkthrough so that we may resolve them prior to the closing so as to avoid any unnecessary delay.
- The location of the closing typically will be held at the office of the attorney for the lending institution or at our office, if no bank is involved.
- The duration of a typical closing will be less than two (2) hours, depending on the lender.
- At the time of closing, you may have our in-house closing attorney Katrina Lentino, Esq. attend on behalf of the firm. She will always be intimately familiar with specifics of your transaction and specializes in real estate closings.
- During the actual closing, you will sign New York State and City (if applicable) Transfer Documentation and the Deed while the purchaser signs their loan documentation (if applicable).
- Your 'closing costs' will include our legal fee, title expenses (such as New York State and City (if applicable) Transfer Tax) and any realtor commissions.
- You will also receive a credit for any heating or cooking fuel left in a storage tank. A written final meter reading will be required. This does not apply to homes heated by gas.
- You must bring government issued photo identification (i.e. driver's license or passport) to the closing.

**Miscellaneous:**

*We do not practice litigation of any kind. Should the Contract not come to fruition as intended you will be required to retain outside counsel for this purpose. Referrals will be provided upon request.*

In the event that a dispute arises between us relating our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

By proceeding with your transaction and engaging our firm to represent you, you hereby acknowledge that you have read this letter and agree to our engagement, which has been fully discussed and explained to your complete satisfaction.

Most importantly, congratulations on your real estate transaction!

Very truly yours,

DIAMOND LAW GROUP