

NO RING, NO ENGAGEMENT

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**THE RULE:** COMMUNICATE

CLIENT

WRITTEN

BASIS OF FEES

SCOPE OF REPRESENTATION

NO MORE REQUIRED: NO LETTER

NO CLIENT SIGNATURE

MAY BE FROM 3<sup>RD</sup> PARTY, NOT THE ATTORNEY (E.G. BANK)

WITHOUT COMPLIANCE - NO STANDING IN EVENT OF FEE DISPUTE

KEEP CLEAR WHO IS THE CLIENT:

SELLER

BUYER

LENDER

SELLER: CANNOT REPRESENT LENDER OR PROVIDE TITLE SERVICES TO BUYER

LENDER: RULE SATISFIED BY COMMITMENT LETTER OR TRANSCRIPT

NO REASON WRITTEN COMMUNICATION CANNOT BE FROM THE CLIENT

SERVICES TO BUYER? FREE P&S

DEED FREE OR OTHERWISE

SERVICES TO SELLER: DISCHARGE TRACKING AND TITLE CLEARING

DISCLOSURE TO REPRESENTED BUYER

BUYER: RELIANCE ON LENDER COUNSEL FOR TITLE

**WHY GO BEYOND THE RULE?**

INFORM CLIENT

AVOID LIABILITY (WHAT IS EXCLUDED FROM SCOPE?)

AVOID OR RESOLVE FEE DISPUTE

ESSENTIAL FOR FIXED FEE ENGAGEMENTS (WHAT DOES THE FEE COVER?)

ADDITIONAL PROVISIONS

RETAINER, TIME OF PAYMENT AND INTEREST

OWNERSHIP AND DISPOSITION OF FILES

WIRE TRANSFER WARNING

ESCROW MANAGEMENT AND DISPUTE RESOLUTION

**BBO ACTION:**

Virtually no BBO cases involving real estate transactions, and in the non-real estate cases, it rarely stood alone as the only offense (See: Public Reprimand No 2021-3 Stefan J. Rozembersky)