

ATTORNEY ENGAGEMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____,
by and between _____ (hereinafter referred to as
“Sponsor”) and _____ (hereinafter referred to as the
“Attorney”).

WITNESSETH:

WHEREAS, the Attorney desires employment to render legal services and assistance to
Sponsor as Counsel for various matters affecting the occupancy and/or operation of
_____ (hereinafter referred to as
“Development”); and

WHEREAS, Sponsor desires to engage the Attorney to provide legal assistance and
services for the various matters which may from time to time affect the operation and/or
occupancy of the Development; and

WHEREAS, the Attorney has or will advise Sponsor on legal matters arising out of our
during occupancy and/or operation of the Development;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter
contained, the parties agree as follows:

**The form is not to be used for items set forth under Section F2.*

A. Employment: Sponsor hereby employs the Attorney as Counsel and the Attorney hereby accepts such employment as Counsel to provide such services as Sponsor shall direct the Attorney to provide upon the terms and conditions herein set forth.

B. Time of Performance: The services of the Attorney set forth herein shall be on an annual basis, commencing on _____ and continuing until _____.

C. Services:

1. General Legal Matters – The Attorney agrees to perform necessary legal services in connection with and respecting the operation of the Development including, but not limited to the following activities:

(a) Advising the Sponsor with regard to the rules and regulations of the Development, the New Jersey Housing and Mortgage Finance Agency and, if applicable, the Department of Housing and Urban Development.

(b) Advising the Officers and Directors on elections as provided by the By-Laws or Partnership Agreement of Sponsor and supervision of elections of all Officers and Directors.

(c) Preparation and filing of any necessary reports, forms and other documents required by law.

(d) Advising the Sponsor with regard to legal matters related to Development bank accounts, resolutions, duties of officers, directors and employed personnel.

(e) Preparation and review of contracts and purchase orders to which the Sponsor is a party.

(f) Advising the Sponsor and Managing Agent with regard to tenant and lease matters, but not including summary dispossess actions for lease violations.

(g) Such other services as the Sponsor may direct to be performed in connection with and respecting the operation of the Development.

2. Tenancy Matters – The Attorney, at the direction of the approved Managing Agent, agrees to undertake all necessary actions to enforce the terms of leases, collect rents, or dispossess tenants.

D. Compensation:

1. For services rendered by the Attorney under the applicable provisions of this Agreement, the Attorney shall be paid in accordance with the following terms:

(a) Under Section C-1 (General Legal Matters), if applicable, the Attorney agrees to render services at a rate of _____dollars (\$_____) per hour.

(b) Under Section C-2 (Tenancy Matters), if applicable, the Attorney Will be compensated for routine tenancy matters, including summary dispossess actions in which court appearance is required, at a rate of \$_____ for the first two (2) cases presented on a given day. If more than two (2) cases are presented on the same day, the Attorney will be compensated \$_____ for each additional case. Further, the Attorney can be compensated for tenancy cases prepared for trial, but resolved prior to an actual court appearance, at a rate of \$_____ per case.

2. The fee schedules shown above include overhead. Expenses such as photocopying, travel, postage, filing fees, transcripts, expert witnesses, etc. will be reimbursed on a dollar for dollar basis and are to be billed as incurred.

3. The Attorney shall submit to the approved managing agent an invoice for amounts due under the appropriate provision(s) of this agreement for payment. The invoice should set forth the name and title of each person providing the services, except for tenancy matters covered under D-1 herein. The date and specific services rendered and the exact time spent for which payment is requested and a detailed description of any overhead expenses incurred for which reimbursement is allowed must be shown. The Sponsor also reserves the right to require additional information and documentation as it deems necessary.

E. Approvals: The form and contents of this Agreement are subject to the approval of the New Jersey Housing and Mortgage Finance Agency, and its form is subject to the approval of the Attorney General of the State of New Jersey.

F. Conditions: The services outlined above shall be subject to the following conditions:

1. Sponsor shall have the power to determine what specific services shall be performed or not be performed by the Attorney within the scope of this Agreement.

2. The scope of the Agreement is intended to related solely to matters concerning the normal operation and/or occupancy of the Development. It is not intended to include such matters as income tax issues of the Owner or extensive or general complex litigation on mortgage loan closeouts or matters requiring special expertise. Such matters are outside the scope of this Agreement and must be specifically set forth in a separate agreement and authorized in advance by the Agency if to be paid from any Agency supervised account. Routine tenancy matters are within the scope of Section C-2 of this agreement.

3. Sponsor, its Managing Agent and employees shall cooperate with the Attorney and provide the Attorney with all documents, records, and other information required to assist the Attorney in carrying out his or her duties and responsibilities to the Development.

4. The Sponsor shall not impose duties or constraints of any kind which would require the Attorney to infringe or violate the ethics of the professional, any local ordinance, any statute of the State of New Jersey or any of the Rules Governing the Courts of the State of New Jersey.

5. The Attorney agrees to follow and abide by the ethics of the profession as well as all federal, state and municipal laws and ordinances relating to the performance of the duties set forth herein and all New Jersey Housing and Mortgage Finance Agency policies, regulations, and procedures.

6. The Attorney acknowledges that he/she has no present ownership or other interest in the operation of the Development except pursuant to this Agreement.

G. Entire Agreement: This Agreement constitutes the entire agreement between the parties and may only be altered by a written amendment signed by both parties and approved by the New Jersey Housing and Mortgage Finance Agency.

IN WITNESS WHEREOF, Sponsor and Attorney have executed this Agreement this

_____ day of _____, 20_____.

ATTORNEY

By: _____
Name (Print or Type)

WITNESS:

Signature

Signature

SPONSOR

Signatory for Sponsor certifies that this contract has been executed with the full knowledge and authority of the Sponsor.

By: _____
Name (Print or Type) Title

ATTEST:

Signature

Signature

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

APPROVED

By: _____

Approved as to form
Attorney General
State of New Jersey