

MENSAH LAW OFFICE

A PROFESSIONAL LIMITED LIABILITY COMPANY
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WASHINGTON, D.C. 20015

TONY MENSAH
Member

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VIA ELECTRONIC MAIL:

Re: Engagement Letter Re: Business Law Services-Formation Without License Filing

Dear _____

This engagement letter describes the services (“Services”) that **Mensah Law Office, PLLC (the “Firm”)** will provide to _____ (the “Client”) in forming the Client’s business and drafting formation agreements, if necessary.

This letter details the general terms of the engagement of the Firm’s legal services. Accordingly, the Firm submits for the Client’s approval the following provisions governing the engagement.

SCOPE AND SERVICES: After obtaining a signed Engagement Letter and the Fee Payment from the Client the Firm’s work shall include the following:

1. The Firm will prepare and file documents necessary to form the Client’s business, including: state formation documents; the federal employer identification document; and the business membership agreement (i.e. for LLC an “Operating Agreement” and for Corporation the “Bylaws”), which are necessary to open a company bank account/s. The Firm will not file business licensing documents, if necessary, under this Agreement.
2. The Firm will provide the Client with one hour free for an initial consultation and three hours (maximum), after the initial consultation, to answer questions and concerns of the Client regarding the formation of the Client’s business.

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3. In order to render these services effectively, the Client has agreed to disclose fully and accurately all facts and has agreed to keep the Firm apprised of all developments relating to this matter. The Client has agreed to cooperate fully with Firm, to assist the Firm as much the Firm believes is necessary, and to be available to attend meetings, and to answer any questions that the Firm has related to forming the Client's business.
4. The Firm does not promise any results to the Client. The Firm seeks to meet its obligations to the Client by using the legal expertise of its Partner to prepare, file, and provide to the Client all necessary business formation documents.

FEES: Fixed, one-time fee of seven hundred fifty dollars (“\$750.00”) for one business formation without business license. If the Client seeks to have additional work performed by the Firm, outside of the scope of this Agreement, the Firm's billable hour rate for Principals is three hundred dollars (\$300.00) per hour. The Client agrees that the Firm may use others who may assist in this representation. The Firm's current hourly rates range from \$300.00 - \$250.00, and \$150.00 for paralegals / law clerks.

EXPENSES: Client agrees to pay all expenses related to the agreed upon services. The expenses for the services are **not** covered under the one-time flat fee of \$750.00. Such costs and expenses may include, but are not limited to, investigators, witnesses, consultants, court reporters, photocopying, delivery and messenger services, computerized research, travel (including mileage, parking, and ground transportation), long-distance telephone calls, facsimiles, word processing, and filing fees.

For the business formation filing fee in **Washington, D.C.** the current cost is two hundred twenty dollars (“\$220.00”) for business filing and an additional one hundred dollars (“\$100.00”) for an expedited filing. Therefore the Firm's Retainer fee for expenses is \$220.00 for normal business filing and three hundred twenty dollars (“\$320.00”) for an expedited business filing.

For the business formation filing fee in **Maryland** the current cost is one hundred five dollars (“\$105.00”) for business filing and an additional fifty dollars (“\$50.00”) for an expedited filing.

MENSAH LAW OFFICE

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Therefore the Firm's expenses fee is \$105.00 for normal business filing and one hundred fifty-five dollars ("155.00") for an expedited business filing.

For the business formation filing fee in **New York** the amounts differ depending on the type of business (i.e. Corporation, Partnership, Limited Liability Company) that is being formed. To get the exact amount for the filing fee, depending on which type of business is being formed, please contact the Firm.

For the business formation filing fee in **any other state** please contact the Firm to get the exact amount for that state's filing fees.

DISPUTES: Questions as to the fee amount on a bill shall be brought to the attention of the Firm, in writing, within seven (7) days of receipt of the bill; otherwise the bill will be presumed to be correct. In the event a dispute arises between the Client and Firm relating to the Client's fees, the Client may have the right to arbitration of the dispute pursuant to the State of New York's Fee Dispute Resolution Program or the Equivalent program in the District of Columbia or Maryland. The Firm will provide the Client with the necessary information concerning this program at the Client's request.

TERMINATION: Either party may terminate this contract at any time by notifying the other party in writing. In the event the Firm's representation is terminated by either party, the Client agrees that the Client will be responsible for any and all charges incurred in connection with the Firm's representation of the Client up to the date of said termination, including any costs necessary to properly transfer the Client's files and information to a new attorney or representative. If the Firm elects to withdraw, the Client will take all steps necessary to free the Firm of any obligation to perform future services, including the execution of any documents necessary to complete the Firm's withdrawal.

ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties hereto pertaining to the rendition of the aforementioned services by the Firm to Client. Any prior understanding or representations of any kind preceding the date of this agreement shall not

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be binding on either party to this agreement. This agreement may be altered or amended only by an instrument in writing signed by the parties hereto. The Firm explicitly reserves the right to terminate the relationship with Client if Client misrepresents or fails to disclose material facts, fails to meet deadlines, fails to pay fees and expenses or for conduct making it unreasonably difficult or unethical to represent Client or for any other just cause.

CLOSING PROVISION: If the Client agrees with the Scope of the Services and the engagement arrangement, please acknowledge this by signing the enclosed copy of this letter and return it to the Firm's attention. Should you have any questions regarding the foregoing or any other matter, please feel free to contact the Firm.

Very truly yours,

Mensah Law Office, PLLC

By: /s/ Tony Mensah
Tony Mensah, Esq.

READ, APPROVED AND ACCEPTED:

_____ **(Electronic Signature here)**

[Click here to print full name.](#)

_____ **(Enter date here)**

Date