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Amanda M. Hemley
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March 18, 2022

E-MAIL

Ms. Nancy duMont
1241 Taber Hill Road
Stowe, VT 05672

Letter of Engagement

Dear Ms. duMont:

The purpose of this letter is to summarize the terms on which Gravel & Shea PC ("Gravel & Shea") would provide legal services to you in connection with your post-divorce matter.

1. **Professional Undertaking by Gravel & Shea.** I will have primary responsibility for the services to be provided. I may ask other attorneys, paralegals, and legal assistants to help where I believe that doing so will promote your interests. All matters handled by this firm are confidential and, except to the extent necessary to represent you effectively, we will not discuss with others or disclose to others any information that you provide to us in confidence. We will assist you in a professional manner and to the best of our abilities, but we cannot guarantee the outcome of any given matter.

2. **Charges for Services.** Our charges for services take into account many factors. The principal one is the schedule of hourly rates in effect at the time the services are rendered. Particular rates are based on experience and professional skills and expertise. Current rates for our attorneys range from \$210 to \$535 per hour, and our rates for paralegals and law clerks range from \$100 to \$165 per hour. My current hourly rate is \$315. We review the rate schedule periodically, usually at the end of each calendar year, and we make adjustments we consider appropriate. In setting fees, we also may consider the uniqueness of the services rendered, the results obtained, unusual time limitations, and whether an assignment precludes other engagements that we might have expected. We reduce our charges where efficiency, the results obtained, the nature of the controversy, the need for self-education, or other appropriate considerations make us feel that full charges would not be fair. Although we reserve the right to take a different position in a particular circumstance, it is the firm's general policy to operate on a "satisfaction guaranteed" basis with respect to our fees for engagements that we handle on an hourly basis: if, after having discussed the matter with us, a client is not satisfied with our fee, we will accept as payment in full whatever the client considers fair.

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3. **Expenses and Other Charges.** During the course of an engagement, we may incur expenses for items such as travel, toll calls, outside copies, courier services, overnight package delivery services and town clerk fees. We do not charge for word processing, routine clerical work, photocopies or postage. In addition, of course, we do not charge you for time spent to prepare, review or discuss with you our charges for fees and expenses.

4. **Retainer.** You have agreed to provide us with a \$5,000 retainer. You will need to replenish the retainer to \$3,000 when and if it goes below \$1,500. Upon completion of our engagement, we will return to you any remaining balance.

5. **Billings.** We will invoice you for our fees and expenses. Our statements are itemized and detailed, and we generally prepare and submit them early in each month following the date when we provide services or incur expenses on your behalf. I will review each statement to be sure the charges are appropriate. Our statements are due on presentation, and are to be paid in any event within thirty days. Any balance unpaid after thirty days will accrue interest at the rate of 1% per month. If a balance remains outstanding for more than forty-five days, or if the outstanding balance exceeds an amount the firm considers reasonable under the circumstances, we reserve the right (subject to the conditions noted in Paragraph 7, below) to discontinue all further work until we have received an acceptable retainer or have otherwise agreed on satisfactory terms for payment. In the unlikely event that we are required to bring an action to collect our charges, and if we prevail in that action, you will be responsible not only for our charges but also for our costs of collection (including reasonable attorneys' fees).

6. **Other Matters Relating to Gravel & Shea.** Your engagement makes available the full resources of this firm, not simply a particular lawyer within it. If you have a particular need that is not within my area of expertise, if I am unavailable for any reason, or if you ever have concerns about any aspect of our representation of your interests, please feel free to discuss them with any other member of the firm. Our goals are to provide exceptional service and client satisfaction, in timely fashion and at a fair price. We always will welcome your comments and suggestions about how we might do better.

7. **Termination.** You may terminate our engagement at any time. We will have a similar right, but only with reasonable notice to allow you to arrange alternate representation and as otherwise required under all applicable requirements of the Vermont Rules of Professional Conduct. Upon any such termination, and satisfaction of all financial obligations to the firm, we will deliver your files and records to your new attorneys or as you otherwise direct.

These standard terms of engagement may be modified or supplemented by mutual written agreement between you and our firm. Except to the extent so agreed, however, these terms will apply to all assignments we handle for you.

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Please confirm your agreement to the above by signing below and returning a copy to me, together with your check in the amount of \$5,000 in payment of the retainer. If you prefer, payment may be made by wire transfer or by credit card to our account, as follows:

NBT Bank, N.A.
150 Bank Street
Burlington, VT 05401
NBT Bank, N.A.'s American Banking Association No. 02-1303618
Name of Account: Gravel & Shea PC IOLTA Account
Account No. 7004077088

For Credit Card, please follow the instructions on this link:

<https://secure.lawpay.com/pages/gravel-and-shea-pc/trust>

We look forward to working with you and we appreciate the opportunity to be of service.

Very truly yours,

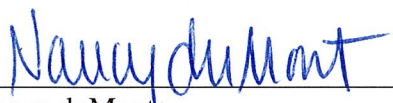
GRAVEL & SHEA PC



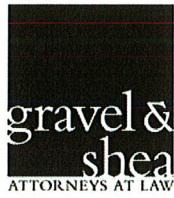
Amanda M. Hemley

AMH:nlt

Agreed, confirmed and accepted
this 21 day of March, 2022.



Nancy duMont



Payment Receipt

\$5,000.00

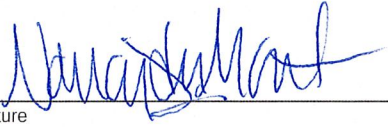
Gravel & Shea PC
76 Saint Paul Street, Suite 700
Burlington, Vermont 05401
(802) 658-0220

Account Holder
Nancy duMont
1241 Taber Hill Rd
Stowe, Vermont 05672

Payment Summary

Account: Trust
Client Name and/or: Nancy duMont
Invoice Number:

Amount Paid: \$5,000.00
Payment Method: Discover
Card Number: *****8225
Entry Mode: Manual
Auth Code: 02113B
Payment Date: March 21, 2022 02:45 pm
Transaction Id: 61401674

 3/21/22

Signature

By signing above, I confirm that I am an authorized user of the card being used for this transaction and understand and agree to the terms and conditions of this payment. I also agree to pay, and specifically authorize to charge my credit card for the services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed.



www.gravelshea.com
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