

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT dated June_____, 2025, is made

BETWEEN the Client, **READINGTON TOWNSHIP BOARD OF EDUCATION**

with an address of 52 Readington Road
Whitehouse Station, New Jersey 08889

collectively referred to as "You",

AND **LINDABURY, McCORMICK, ESTABROOK & COOPER**
A Professional Corporation

whose address is 53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091

referred to as the "Law Firm".

1. LEGAL SERVICES TO BE PROVIDED. You have retained the Law Firm to conduct an Investigation.

2. LEGAL FEES.

A. Initial Payment. The Law Firm may require that You make an initial payment, referred to as a "Retainer", on any particular matter. If You do not agree with this requirement on any particular case, then the Law Firm will not represent You on such matter and You will engage other legal counsel to represent You on such matter. If the Law Firm's representation of You is limited to one particular matter as set forth on Appendix A, then any Retainer requirement is also set forth in APPENDIX A. If a Retainer is required on any particular matter, the Law Firm will not be obligated to begin any work on such matter until the Retainer has been paid. On all matters as to which a Retainer is paid, the Retainer will be held by the Law Firm and applied to the payment of Your fees at such time(s) as the Law Firm deems appropriate. The Retainer will be held until the conclusion of the matter, at which time it will be applied to any outstanding balance due to the Law Firm, with the remainder returned to You. However, the Law Firm may apply the Retainer to outstanding amounts due to the Law Firm at any time it chooses. If the Retainer is applied to the payment of fees prior to the conclusion of the matter, then the Law Firm will so advise You, and You will be required to pay the amount necessary to restore the Retainer to its original amount.

B. Hourly Rate. The Law Firm has established hourly rates for legal services. These hourly rates are subject to change without advance notice. Usually the rates change annually in amounts which do not exceed 10%.

Lisa M. Gingeleskie, Esq. \$300.00 (discounted rate)

Lisa M. Gingeleskie, Esq. will have primary responsibility within the firm for supervising this matter. She may be assisted by other attorneys in the firm where necessary or appropriate in order to effectively and efficiently deliver the services required by you. In addition, paralegals and other non-attorney personnel will be utilized, if appropriate, to minimize fees and costs.

In general, we will bill you on the basis of the amount of time actually spent on your affairs multiplied by the normal hourly rates; however, we reserve the right to adjust our bill to reflect fees customarily charged for such services in this area, the novelty and difficulty of the issues involved, time constraints imposed, the responsibility assumed, the likelihood that this matter will preclude other employment and certain other factors. You should understand that our time is recorded daily, and includes time involved in all Legal Work. Other alternative fee arrangements are subject to negotiation and agreement by You and by the Law Firm and set forth in Appendix A.

3. COSTS AND EXPENSES. In addition to legal fees, You must pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services, fax charges, photocopying charges, telephone toll calls, postage and any other necessary expenses related to matters we are handling for You.

The Law Firm may require that the persons rendering services related to Your matters be retained directly by You. Whether such persons are retained directly by You or indirectly through us, it is understood that You are solely responsible for the costs of such services and that the Law Firm has no obligation to pay such persons.

4. BILLS. The Law Firm will send You itemized bills from time to time via the Legal Tracker billing portal and in accordance with the billing guidelines thereunder. The Law Firm may require that costs and expenses (see paragraph 3) be paid in advance. All bills are due within thirty (30) days of receipt. The Law Firm may, if it so chooses, utilize any recovery made on Your behalf, to pay itself for legal fees due and for any costs and expenses due to be reimbursed.

5. YOUR RESPONSIBILITY. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in all matters on which we are representing You. You must also pay all bills as required by this Agreement. If You do not comply with these requirements, the Law Firm may withdraw from representing You. The Law Firm will also withdraw at Your request.

6. NO GUARANTEE. The Law Firm agrees to provide conscientious, competent, and diligent services and at all times will seek to achieve solutions which are just and reasonable for You. However, because of the uncertainty of legal proceedings, the interpretations and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any matter.

7. DELINQUENT ACCOUNT. If You are delinquent in payment of Your account to the Law Firm, then, in addition to the interest and any legal fees and costs owed to the Law Firm for work done for You, You must pay all reasonable expenses which are incurred in collecting a delinquent account, including all of the Law Firm's reasonable attorney's fees and any collection agency costs, including cases where the Law Firm uses attorneys or other staff from the Law Firm to perform the collection services, in which case, the Law Firm will be entitled to its prevailing rates for legal services and costs charged by the Law Firm. You agree to make payment on Your account fully in accordance with the terms and conditions contained herein.

8. LIEN ON PROPERTY FOR AMOUNTS DUE. The Law Firm shall have a lien on all of Your documents, property or money in its possession or any sum or sums of money or other property recovered, whether by settlement or judgment, for the payment of all amounts due to the Law Firm from You under the terms of this Agreement and for all damages caused as a result of Your breach of this Agreement.

9. MISCELLANEOUS. Any change to this Agreement must be in writing and signed by all parties. The law of New Jersey applies to this Agreement. If the law does not allow all of the provisions in this Agreement, the rest of the provisions will still remain effective. The failure of any party in any instance to insist upon strict performance of the provisions of this Agreement shall not be construed to be a waiver or relinquishment in the future, rather the same shall continue in full force and effect.

10. SIGNATURES. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of Your questions and fully explained this Agreement to Your complete satisfaction. You have been given a copy of this Agreement.

Law Firm:

LINDABURY, McCORMICK, ESTABROOK & COOPER
A Professional Corporation

By: _____
Lisa M. Gingeleskie, Esq.

Client(s):

READINGTON TOWNSHIP BOARD OF EDUCATION

By: _____
David Rizza,
Readington Township Board of Education President