

ECKART WOSTMANN WIESE, LLC

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REPLENISHING ADVANCE FEE AGREEMENT

Please read this Agreement carefully and be sure you fully understand it before you sign and return to the firm. This Agreement contains the terms under which the firm will represent you. Your signature on this agreement confirms your understanding of and agreement to its terms.

1. Client, _____, engages the firm for representation in a legal matter in connection with _____

2. **The Firm will have primary responsibility** for this matter. The Firm may also utilize the services of other attorneys, paralegals, secretaries, investigators, litigation/clerical support assistants where appropriate. Staffing decisions will be made by the Firm with the objective of providing services on a cost-effective and efficient basis. Representation is effective as of the date the Firm begins providing services to the Client as a result of the requested representation. The Firm will undertake this matter and work with Client to achieve the desired objectives by using its lawyers' best judgment and skill in representing Client.
3. When the Firm determines that the Client's matter has been completed, notice of completion of the matter will be given in writing to Client.
4. The Firm cannot guarantee and has not guaranteed any result in the final disposition of the matter(s) referenced above, nor has the Firm, or any individual attorney in it, guaranteed the matter(s) can be concluded by the expenditure of any set amount of time or money. Client understands that there has been no guarantee regarding the outcome of the matter(s).

5. Billing for professional services is anticipated to be in accordance with the governing ethical rules. To help determine the value of services rendered, written records of the actual hourly services rendered will be kept. The hourly rates are based on years of experience, specialization in training and practice and level of professional attainment. Current hourly rate for the firm is \$200.00 per hour. The current rate for Legal Administrative work is \$60 per hour. Due to the nature of this Agreement, the Firm is not prepared to currently estimate the total amount of fees required for the Firm's representation of Client. The Client understands that anytime the Attorney has to appear in court, there is a minimum charge of 30 minutes. **The Client understands that the minimum billable time for Attorney is 6 minutes. Client also understands that Attorney will bill for all tasks related to the matter, including but not limited to emails, phone calls, and in person office meetings. Client further understands that the firm charges for copies and faxes at a rate of \$.25 per page.**

6. Clients are required to provide an advanced deposit. For this representation, Client agrees to pay an advance deposit of at least \$ Choose an item. Client acknowledges that this advance deposit will likely need to be replenished throughout the course of representation. _____(Initial Here)

7. Client recognizes that no attorney/client relationship arises and no services will be performed prior to the Firm's receipt of the first payment of the advanced deposit and signing of this agreement. Upon receipt, the advanced deposit will be held in the Firm's Trust account. Hourly billing for fees, as well as costs and expenses, will be deducted and drawn from the advance deposit on an ongoing basis as incurred. If the firm uses the advance deposit to pay an outstanding statement, the Firm reserves the right to notify Client that the firm has done so, whereupon Client will then promptly replenish the advance deposit so that at all times the original deposit of \$ Choose an item. is made whole. If the advance deposit is not replenished within 30 days, the Firm reserves the right to terminate the representation, subject to the Firm's ethical duties. It is the practice of the firm to typically bill twice a month, around the 5th and the 20th of the month. However, there may be instances/months when a third bill may be sent. The firm reserves the right to send additional billing statements as needed.

8. The full advanced deposit must be made whole five weeks prior to any scheduled hearing or trial. If the advance deposit is not whole at this time Client consents to Attorney's withdrawal from representation.

9. Client understands and expressly agrees that should Client fail to remit payment to the Firm within ten (10) days from the billing dates, an interest rate of 16% per annum will

immediately begin accruing on the outstanding balance, and will continue until the entire balance has been paid in full.

10. In addition to fees for services, Client will be responsible for all out-of pocket disbursements incurred on their behalf. Costs and/or expenses may include but are not limited to: court costs, filing fees, service of process and mileage fees, court reporter fees, deposition fees, photocopying costs, facsimile transmission costs, computerized legal research costs and/or fees, postage and certified mail fees, telephone toll charges, bank search and copying charges, accountants fees, expert witness fees, investigation fees and travel expenses including but not limited to, transportation, parking, accommodations and meals. The Firm reserves the right to forward to Client any larger items with the request that Client pay them directly to the provider.
11. No settlement will be entered without Client's approval.
12. Client recognizes that representation cannot be effective without Client's cooperation. Client agrees to cooperate fully and to provide promptly all information known or available to Client relevant to representation, including providing information and documents in a timely fashion; assisting in discover/disclosure and trial/hearing preparation, cooperating in scheduling and related matters; responding to telephone calls and correspondence in a timely manner; and informing of changes in Clients address and/or telephone number.
13. During the course of representation, Client may have occasion to provide the firm with documents and other materials. At the end of Representation, the Firm will return the documents and materials to Client or retain them as Client directs. If the Firm receives no such direction from Client, and the documents and materials are not returned to Client, Client agrees that the documents may be destroyed at such time as the file itself is destroyed in accordance with our document retention policy. Currently, it is our policy to destroy files after they have been closed for 10 years We will deem Client's acknowledgment of our engagement as an assent to the handling of Client's documents in this respect.
14. Either Client or Firm may terminate the representation at any time for any reason with written notice, subject on the Firm's part to its ethical duties. In the event that the Firm terminates the representation, the Firm will take such steps as are reasonably practicable to protect Client's interest in this matter and, if Client requests, make a recommendation on possible successor counsel. Documents and things provided to the Firm by Client will be provided to successor counsel upon request by Client.

15. If Client is at any time dissatisfied with the Firm or if Client has a question about the fees charged or billing statements or any other matter, Client must inform the firm promptly and work with the Firm towards a resolution; provided however that Client and Firm each retain the option to terminate representation at any time upon written notice, subject on the Firm's part to its ethical duties.
16. If representation is terminated by either party, Client agrees to promptly pay all outstanding fees and costs charged to Client's account for services rendered through the date of termination.
17. If a dispute arises between Client and the Firm regarding the fees in this matter, the parties agree to resolve the dispute through binding arbitration. Client's failure to pay fees billed by the Firm, or costs or expenses incurred does not constitute a "dispute" hereunder, and the Firm reserves the right to pursue legal remedies to collect earned fees, or costs and expenses incurred.
18. If the Firm incurs the expenditure of time, fees or expenses to collect any costs or interest owed by Client to the Firm, Client agrees to pay all additional costs, including, but not limited to reasonable attorney's fees for time and services by the Firm for all time devoted to collection efforts or action, whether such expenditure is incurred by the Firm representing itself or by the employment of outside counsel for such representation.
19. No modification or waiver of any provision of this Agreement shall be effective unless the modification or waiver is in writing and signed by the Client and the Firm.
20. This agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement and understanding related to the subject matter of this agreement.
21. If any term, covenant condition or provision of this agreement or the application thereof to any person or circumstance at any time, or to any extent, be invalid or unenforceable then the remainder of this agreement shall not be held invalid.
22. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Client acknowledges receipt of a copy of the agreement and agrees to all terms herein by affixing his/her signature below.

Attorney

Dated this ___ *day of* _____, _____

Client

Dated this ___ *day of* _____, _____