

QUERIN LAW, LLC

PHILLIP C. QUERIN

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Phone: (503)471-1334 • Fax: (503)961-1862

PHIL@Q-LAW.COM

Date: _____

ENGAGEMENT LETTER

RE: Legal Representation

Dear _____:

Described herein are the terms of my representation for the following described matter:

(hereinafter the "Matter")

The person(s)/company seeking representation in the Matter are identified as follows:

(hereinafter "Client").

SCOPE OF REPRESENTATION

This Engagement Letter and the Intake Questionnaire that you have previously submitted, shall together, constitute the terms of my representation. If there is an inconsistency between the two, this Engagement Letter shall take precedence.

Unless we enter into a separate written agreement that specifically engages me to provide legal representation on other cases or matters, I will only be providing legal representation on the above-described Matter to the above-identified Client.

Commencement. My representation only commences upon completion of all of the following: (a) Your completion and return of this Engagement Letter; (b) My receipt of

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any requested documents or other data relevant to my efficient handling of the Matter and (c) Payment of any requested retainer.

MY LEGAL FEES AND COSTS

Hourly Rate. My current hourly rate for this Matter is \$ _____. I charge for all services undertaken on the Client's behalf on the Matter, such as telephone conferences, electronic communications, document drafting, correspondence, depositions, hearings, etc. My minimum time entry charge is .10 hour. Unless other arrangements are made, I normally charge for travel time.

Invoicing and Payment. I remit periodic invoices showing work performed, costs incurred or advanced, and sums due. If there is a retainer in trust, I will debit that account first. If there is no trust account, or it has been exhausted, you will receive an invoice for the sum due. All invoiced sums are due within 30 days of the date of invoice. If they are not so paid, I reserve the right to discontinue my representation.

Retainer. In some cases, I request that a retainer be paid in advance, which is deposited into my trust account and not withdrawn until earned. If the retainer is exhausted, I may ask that it be replenished. I generally do not advance costs on behalf of clients. Unless agreed otherwise, any retainer paid or agreed to be paid shall be for legal fees only, and any costs are to be paid by the Client separately. In this case, we have agreed as follows:

Litigation. Although I have been a real estate litigator for nearly 40 years, I no longer go to court.¹ If the Matter includes a dispute that cannot be resolved without the filing of legal papers in court, I can recommend to you one or more attorneys I have worked with to handle any litigation. Of course, you are always free to decide upon any litigation attorney of your choice.

Termination. If you decide that you wish to discontinue the attorney-client relationship at any time, for any reason, or no reason, you are free to do so, *as am I*. All unused trust funds will be returned, as will documents and other data, not already in your possession.

Electronic Storage Only. Since I strive to have a paperless office, I prefer that my clients retain all original documents, and only provide me with copies. I retain all client

¹ I still handle matters in mediation and arbitration, but only on a case-by-case basis.

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records in electronic format. I expect clients to retain their own copies of documents they obtained prior to my representation, and those transmitted to them from me.

Electronic Mail. I prefer electronic mail for most communications, as it helps both parties retain a record of communications. However, you are always free to contact me by phone at any time. If you have not heard back from me within 24 hours of sending an email *[excluding weekends]*, please call me to follow up. Between my spam filter and other business, I may occasionally miss client emails.

ABOUT QUERIN LAW, LLC

After nearly 40 years of legal practice, including 25 years as a partner at Davis Wright Tremaine, a large international law firm in Portland and other cities, I opened my own solo real estate law practice in 2010. However, I have continuing relationships with several partner and associate level attorneys at Davis Wright Tremaine, as well as alums of the firm. From time to time, I associate other lawyers for legal research and litigation related functions, and reserve the right to do so in this Matter, as well, with your prior authorization.

My main office is located in Portland and I have a home office in Bend. I represent clients in Central Oregon and have handled many matters there, as well. My statewide real estate practice primarily includes clients throughout the Pacific Northwest, and California. If you would like any biographical information about me, I encourage you to go to my website <http://www.Q-Law.com>.

If you have any questions regarding my representation, please feel free to contact me at any time. If you feel you understand and agree to these terms, please sign below and return to me via regular mail, e-mail, or facsimile. I look forward to working with you.

Additional Terms of Representation. _____

[Continued on following page.]

Client: _____

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An electronic or facsimile copy of this Engagement Letter shall have the same legal effect as the original.

Very truly yours,

[Electronic Signature]

Phillip C. Querin
QUERIN LAW, LLC

TO ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE ABOVE TERMS, PLEASE TYPE IN THE WORDS "I AGREE" IN THE SPACE BELOW, AND THEN CHECK THE "SUBMIT" BOX. UPON YOUR DOING SO, THIS ENGAGEMENT LETTER WILL BE ELECTRONICALLY MAILED TO QUERIN LAW, LLC.

TYPE "I AGREE" HERE: _____ SUBMIT → ☐

FOR YOUR RECORDS, PLEASE SELECT ONE OR BOTH OF THE BOXES BELOW:

☐ DOWNLOAD THIS COMPLETED FORM FOR YOUR RECORDS;

☐ PRINT THIS COMPLETED FORM FOR YOUR RECORDS.