

QUERIN LAW, LLC

PHILLIP C. QUERIN

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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 is/are identified as follows:

(hereinafter "Client").

SCOPE OF REPRESENTATION

This Engagement Letter shall constitute the terms of my representation.

Unless we enter into a separate written agreement that specifically engages me to provide legal representation on other 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) My confirmation that I will represent you on the Matter; (b) My receipt of your completed and signed Engagement Letter, Intake Questionnaire, together with any requested documents or other data relevant to my efficient handling of the Matter; and

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(c) Confirmation of your payment of any requested retainer. *[My complete review of any requested documents and possibly independent research or investigation may be necessary before I can commit to legal representation. If, upon such review and investigation, I decide that I will not be able to handle the Matter, any collected funds deposited into my trust account will be promptly returned.]*

MY LEGAL FEES AND COSTS

Hourly Rate. My current hourly rate depends upon the nature of the Matter: For distressed housing matters it is \$250/hour; for other matters it ranges between \$300/hour and \$400/hour. I charge for all services undertaken on the Client's behalf on the described 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. I do not charge for postage, photocopying, scanning, etc., although I do charge for voluminous scanning by staff when hard copies of Client documents come to me without being first copied, or scanned or faxed to me.

Invoicing and Payment. I remit periodic invoices showing work performed, costs incurred or advanced, and sums due. My invoices generally describe the event or task for which I performed the service: *[E.g. "Telephone conference with client regarding _____"; "Email from/to client regarding _____"; or "Prepare for and attend _____"]*. All invoiced sums are due within 15 days of the date of invoice. If they are not so paid, I reserve the right to discontinue my representation.

Retainer. In most 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 Matter, we have agreed upon a retainer as follows:

Litigation/Arbitration. Although I have been a real estate litigator for nearly 40 years, I generally no longer go to court. *[I continue to handle matters in mediation and arbitration, but only on a select basis.]* If the Matter includes a dispute that cannot be resolved without the filing of legal papers in court, it is likely that I will not continue handling the Matter. I can recommend one or more attorneys I have worked with to handle some litigation. Of course, you are always free to decide upon any litigation attorney of your choice. My representation does not include a guarantee that I can find a litigating

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attorney to handle your Matter in court. You make the final decision on such representation.

Termination. If you decide that you wish to discontinue our attorney-client relationship you may do so at any time, for any reason, or no reason - *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 records in electronic format. I expect clients to retain their own copies of documents they obtained prior to my representation, and those I have previously transmitted to them.

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 a client's email.

ABOUT QUERIN LAW, LLC

After 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 these and/or 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. My statewide real estate practice primarily includes clients throughout the Pacific Northwest, and California. My website is found at www.Q-Law.com and contains many of my articles and posts on real estate and real estate-related matters. If you would like any biographical information about me, I encourage you to go to the Super Lawyers link [here](#).

If you have any questions regarding my representation, please do not sign below, and instead, contact me to discuss further. If you feel you do understand and agree to these

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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. _____

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

Very truly yours,

Phillip C. Querin
QUERIN LAW, LLC

I/WE ACKNOWLEDGE THAT I/WE HAVE READ, UNDERSTOOD, AND AGREED TO THE ABOVE TERMS.

SIGNATURE

DATE: _____

SIGNATURE

DATE: _____