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July 15, 2021

1100-001

SENT VIA EMAIL

Log Cabin Inn Condominium Owners Association

c/o Sterling Management Group, Inc.
977 Willagillespie Road
Eugene, OR 97401
3jaworksi@gmail.com

Re: Representation Agreement – Association Representation

Dear Board of Directors,

We thank you for asking Vial Fotheringham LLP to serve as the attorney for Log Cabin Inn Condominium Owners Association (“Association”). We are pleased that you have chosen us as legal counsel for the Association, and would like to take this opportunity to confirm the terms of our representation.

As with any successful relationship, effective legal representation requires absolute trust and candor between attorney and client. In this case, the Association is a separate entity and is our firm’s client. We only represent the Association. We do not represent the interests of any director, officer, manager, or member of the Association. Accordingly, our advice will be given for the purpose of furthering and protecting the best interests of the Association.

Because the Association can only act through its directors, officers, managers and other constituents, our primary communication with the Association will be through the Board of Directors or a hired professional manager. We will make every effort to keep the Board informed of the progress of our work and will send the Board copies of all pertinent documents and correspondence, whether prepared by us or received from other sources. In return, we ask that the Board respond promptly and completely to our requests for pertinent documents and other information which we believe might be relevant. All communications between our firm and the Board, manager or other constituents pertaining to the subject of our representation are confidential attorney-client communications and will be used by us solely for the purpose of pursuing the Association’s interests. This does not mean, however, that the Board, manager or other constituents of the Association are clients of the firm.

Under this Representation Agreement, we are agreeing to serve as general counsel for the Association under the direction of the Board. If we are contacted by any member of the Board, officer, or manager, we will assume that such work has been approved by the Board as a whole unless we are informed otherwise. The Board may find it helpful to appoint a specific director or the manager as a "liaison" to communicate with our firm for the purpose of seeking legal advice.

In the course of representing the Association, it is possible that we will receive communications from owners in the Association or other third parties. While we will generally bill for time spent on such communications, we will attempt to contact the appointed liaison first before communicating at length with an owner or third party.

As general counsel for the Association, we only perform legal services as authorized by the Board. If requested, we can provide an estimate of the time required for certain projects. However, in some cases this may not be possible due to unknown variables associated with the particular legal work requested.

When the Association authorizes legal services, we may charge the Association for the following depending on the project: consultations and telephone calls with directors, officers or the manager; legal research; drafting and preparation of legal documents or court pleadings; drafting and preparation of letters, emails or other communications; investigation, court appearances, and all other necessary services.

We will notify the Association on a monthly basis with an invoice detailing our services and disbursements we make on the Association's behalf. Expenses may include reproduction or photocopy charges, postage fees, filing fees, court fees, research fees, and other expenses that will be documented in each invoice. We consciously make every effort to minimize expenses passed to the Association. In the event we encounter large expenditures, we may refer the bill to the Association for direct payment.

We will send documents, correspondence and other information throughout the course of our representation. These copies will be sent to the Board or liaison to be kept as Association records. We will also keep the information in a file in our office, which will be our office file. We may delete files if after ten years there has been no activity on the Association's file.

The Association may terminate our firm's representation at any time. In the event that our representation terminates, the Association has the right to obtain all or any portion of the files created and maintained in connection with our representation (except our internal work product) upon payment of all accrued fees and costs, and the costs of reproducing the files requested. We have a corresponding right to terminate the representation in the event that the Association fails to comply with the terms of this agreement, fails to timely pay our monthly bills, or if we determine that our continued representation would be unethical or impractical.

In the event of a conflict of interest between the Association and any of its constituents, we will proceed in the best interests of the Association, which may include referring the matter to the Board of Directors as a whole.

Please review this letter carefully, including the attached disclosure statement and fee schedule and terms which are incorporated herein. If the Board finds that it accurately states the Board's understanding of the attorney-client relationship with the Association, please sign this correspondence where indicated, and return it to this office. If you would like us to send a self-addressed envelope, we will be happy to do so.

We sincerely thank you for coming to us for your legal services; we look forward to working with you in the future.

Very truly yours,

VIAL FOTHERINGHAM LLP

/s/ Jason L. Grosz

Jason L. Grosz

READ, UNDERSTOOD AND AGREED:

By: _____
Authorized Representative

_____ Date

JLG/cmea
Enclosure

Vial Fotheringham LLP

17355 SW Boones Ferry Road, Suite A, Lake Oswego, OR 97035
(503) 684-4111 Phone (503) 598-7758 Fax

DISCLOSURE STATEMENT

Statements of Vial Fotheringham LLP, Attorneys at Law, are due and payable within 10 days. To the extent that a statement balance remains outstanding, a charge (called the "FINANCE CHARGE") will be imposed as follows:

- (a) Once each month we will send you a statement dated as of the end of the preceding month, which, in turn, will show the balance (called the "Balance Due") that you owe. If that balance is fully paid before the succeeding statement period closes, there will be no FINANCE CHARGE imposed. If it is not, however, our next statement will refer to that same amount (called the "Previous Balance") and impose a FINANCE CHARGE on it.
- (b) The FINANCE CHARGE will be calculated in the following manner -- we will, on a monthly basis, charge you an amount equal to 1/12 of an annual interest charge of twelve percent (12%). Such charges will be clearly reflected on each of our monthly statements.
- (c) Unless a written agreement has been entered into between us to the contrary, we may:
 - (i) Insist that your entire Balance Due be paid within 10 days following receipt of our statement;
 - (ii) Charge you for our reasonable attorneys' fees and court costs if we must use an attorney for collecting your Balance Due;
 - (iii) Change the basis of calculating our FINANCE CHARGE if the law permits (with at least 30 days' written notice); and
 - (iv) Terminate our representation with written notice for nonpayment of your Balance Due (if our representation is terminated, you must still pay our FINANCE CHARGE until your Balance Due has been paid in full).
- (d) You may, of course, pay your entire Balance Due at any time without additional charge or penalty.
- (e) Please notify us in case of errors or questions about your statement. If you think your statement may be wrong, or if you need more information about a transaction reflected on your statement, please write to us as soon as possible at 17355 SW Boones Ferry Road, Suite A, Lake Oswego, OR 97035. We must hear from you no later than 60 days after we first send you the statement on which the error or problem appears. You can telephone us, but doing so will not preserve your rights under the Fair Credit Billing Act.
- (f) If you write us, please provide the following information:
 - (i) Your name and client matter number;
 - (ii) The dollar amount of the suspected error; and
 - (iii) A description of the error. Explain, if you can, why you believe there is an error. If you simply need more information about a transaction, please describe the item you are not sure about.
- (g) After we have received your written inquiry, we will acknowledge same within 30 days, unless we have corrected the error by then. Within 90 days, we will either correct the error or explain why we believe the statement was correct. After we receive your inquiry, we will not try to collect any amount you question, or report you as delinquent. We will, however, continue billing you for the amount you question, as well as continue imposing our FINANCE CHARGE. You, in turn, will not have to pay any questioned amount while we are investigating, but you are still obligated to pay any portion of your statement that is not in question.
- (h) If we find that we made a mistake on your statement, we will waive any FINANCE CHARGE related to the amount charged for the questioned transaction. If we did not make a mistake on your statement, however, you will have to pay such FINANCE CHARGE, as well as the questioned amount itself. In either case, we will send you our next regular statement reflecting the amount you owe and the date that it is due. If you then fail to pay the Balance Due, we may report you as delinquent and proceed with collection action. If our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. We must also inform you of anyone we report you to. Finally, we must tell anyone we report you to that this matter has been settled between us when it finally is.

[You may want to retain this Disclosure Statement for your records.]

Vial Fotheringham LLP
17355 SW Boones Ferry Road, Suite A, Lake Oswego, OR 97035
(503) 684-4111 Phone (503) 598-7758 Fax

FEE SCHEDULE AND TERMS

Services for which you will be billed include all time devoted to representation of the client's interests, including telephone conferences, meetings, travel, research and court appearances, as well as preparation of correspondence, pleadings, memoranda, briefs and other documents. Our rates for attorneys' and law clerks' services vary with the experience and skill of the individual who performs those services. Fee rates currently range from \$75.00 to \$125.00 per hour for paralegals/law clerks, and \$125.00 to \$400.00 per hour for attorneys. Monthly postage, photocopies and long distance telephone charges will be applied to each month's bill. Our rates for services may be changed from time to time, with any such change to be indicated on our monthly statement. You may object to an increased rate within 30 days of your receipt of our statement. If you so object, you agree that we may withdraw from representation.

Payment of our monthly statements is due within 10 days. A finance charge is imposed on all account balances outstanding over 30 days. **The finance charge is 1% per month.**

Although it is certainly not anticipated, if either you or Vial Fotheringham LLP, incurs any legal fees or costs to enforce any provision of this retainer agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees, at arbitration, at trial and on appeal, from the other party.