

WILLIAMS, TURNER & HOLMES, P.C.

Attorneys at Law

Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms are an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement with your file.

Our Focus

The firm maintains a general civil practice, but our attorneys focus their practices in the following areas:

Arbitration and Alternative Dispute Resolution
Business Formation and Representation
Commercial and Construction Litigation
Employee Benefit and Retirement Plans
Estate Planning, Probate and Trusts
General Civil Practice and Litigation
Local Government
Oil and Gas Exploration and Production
Real Estate Transactions and Development
Water Rights and Environmental Law

Our office is located in Grand Junction, Colorado. Williams, Turner & Holmes, P.C. also services clients in eastern Utah and in Moab, Utah.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly by the attorney primarily responsible for your account.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of law at the time they are expressed.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a primary attorney contact. This attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of your primary attorney at any time. Subject to the supervisory role of the primary attorney, other attorneys and legal assistants in the firm may perform work for you or parts of it. Such delegation may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient or timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Fees Will Be Set

In determining the amount to be charged for the legal services we provide to you, we will consider:

- ◆ The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services;
- ◆ The fees customarily charged in the community for similar services and the value of the services to you;
- ◆ The amount of money or value of property involved and the results obtained;
- ◆ The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- ◆ The experience and expertise of the attorneys performing the services; and
- ◆ The extent to which office procedures and systems have efficiently produced a high quality product.

Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate, daily records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters.

The hourly rates of our attorneys and legal assistants have an important bearing on the fees we charge. These rates are reviewed periodically to reflect current levels of legal experience, changes in overhead costs, and other factors. These changes may affect the rate charged to you. Unless other arrangements are made, we will bill you monthly and expect to receive payment within thirty days of the date of the statement.

Sometimes we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost almost always is more or less than the amount estimated.

For certain well-defined services (for example, a simple will), we may quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

Costs and Charges

At times we will incur and pay on behalf of our clients a variety of out-of-pocket costs arising in connection with legal services. These include charges made by governmental agencies and service vendors, such as long distance telephone charges, printing and reproduction costs, computer research charges, filing fees, deposition and transcription costs, witness fees, travel expenses, and charges made by outside experts and consultants, including accountants, appraisers, and other legal counsel (unless arrangements have been made for direct billing).

We also charge separately for certain services we provide in conjunction with the delivery of legal services to our clients. These include photocopying, faxing, and courier service. A schedule of the current rates we are charging for such services is available upon request. We will add a surcharge to certain costs, such as long distance, photocopying, facsimile, and computer research, to cover the administrative expenses we incur in connection with them. Whenever such costs and charges are incurred, we will carefully itemize and bill them to you, and you agree that these costs and charges will be paid upon receipt of an itemized billing statement.

Retainer and Trust Deposits

New clients of the firm may be asked to deposit a retainer with the firm. The amount and terms relating to the retainer will be determined at the time an agreement is reached regarding your representation. Retainers and all other monies received on behalf of a client other than client payment received in payment of a statement, are kept in a trust account that is maintained by the firm in accordance with the Colorado Rules of Professional Conduct. Distributions from the trust account are made only with the agreement of the client or by court order.

Questions About Bills

If you disagree with the amount of our bill, or otherwise have questions about the bill, please take up the question with your primary attorney contact.

Files

When a matter is closed, original documents and materials held in your file will be made available to you. Williams, Turner & Holmes, P.C. will retain the file for a minimum of seven years. Any questions or concerns you may have about our file retention policy should be discussed with your lead attorney.

Privacy Policy

Williams, Turner & Holmes, P.C. knows that the privacy of the personal information that we receive about you is important to you. We understand that you trust us to protect the confidentiality and security of that information. The information that we collect about you is used only to provide the legal and related services that you request from us. Although there is a new federal law designed to protect the privacy of nonpublic personal information about consumers, as attorneys, we always have been and we will continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law.

Information We May Collect About You

We collect nonpublic personal information about you only in connection with providing you with the services that you request. The types of nonpublic personal information that we collect vary according to the services that we perform for you, and may include:

- ◆ Information that we receive from you (such as your name, address, income, assets, social security information, and other financial or household information);
- ◆ Information about your relationship and past history with us and others (such as the types of legal services we provide to you, your invoice balances and payment history); and
- ◆ Information that we receive, with your authorization, from third parties such as accountants, financial advisors, insurance agents, banking institutions and others.

How We Handle Your Information

We do not disclose any public or nonpublic personal information about you that you have provided to us to anyone outside of our firm, except as authorized by you or required by law. For example, with your consent, we may disclose personal information to a third-party contractor, such as an appraiser or accountant, who is assisting us in providing services to you. In addition, we will release information to the extent required by law or regulation. We do not sell client information to anyone or disclose client information to marketing companies.

How We Protect Your Information

We restrict access to public and nonpublic personal information about you that you have provided to us to those attorneys and staff members in our firm who need to know the information to provide services to you. All of our attorneys and employees are required to maintain the confidentiality of all nonpublic personal information about you. We maintain physical, electronic, and procedural safeguards that comply with both federal law and our more stringent professional standards to protect the public and nonpublic personal information that you have provided to us.

Questions

If you have questions or would like additional information about our privacy policy, please call the attorney who is providing services to you at (970) 242-6262.



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