

**TRUST ACCOUNT
OVERDRAFT NOTIFICATION AGREEMENT**

Pursuant to Oregon Revised Statute 9.685, to Oregon Rules of Professional Conduct 1.15-1 and 1.15-2 and to Regulations which may be adopted by the Oregon State Bar pursuant to Chapter 131, Oregon Laws 1993, the undersigned financial institution hereby agrees with and covenants to the Oregon State Bar that, from the date on which this agreement is executed, and until this agreement is terminated as provided hereinbelow, the financial institution will provide notice to **Disciplinary Counsel, Oregon State Bar, Post Office Box 23195, Tigard, Oregon 97281-1935** of any overdraft or dishonored instrument drawn on a lawyer trust account which has been identified as such by the lawyer or law firm holding the account (hereinafter called "identified lawyer trust accounts"). This agreement shall be binding upon and apply to all branches of the financial institution at which identified lawyer trust accounts are maintained during the term of this agreement.

Such notification shall be given in the event any properly payable instrument is presented against an identified lawyer's trust account containing insufficient funds, whether or not the instrument is honored. The financial institution shall provide the notification within ten banking days following the date of any overdraft or dishonored instrument. The notification shall contain the following information:

- the identity of the financial institution
- the identity of the lawyer or law firm
- the number of the account against which the overdraft or dishonored instrument was presented
- either the amount of the overdraft and the date it was created, or the amount of the returned instrument and the date it was returned.

Pursuant to ORS 192.600, financial institutions that participate in a trust account overdraft notification program established under ORS 9.685, are not liable to a lawyer or law firm on the lawyer trust account, to a beneficiary of the trust account or to the Oregon State Bar for loss or damage caused in whole or in part by that participation or arising in any way out of that participation.

Either party may terminate this agreement by giving thirty days notice in writing to the other at the address of the other party listed herein.

Agreed to this ____ day of _____, ____.

Financial Institution: _____

OREGON STATE BAR

By: _____

Name/Title: _____

By: _____

Address: _____

Helen Hierschbiel

City/State/Zip: _____

Executive Director

Telephone: _____