

ATTORNEY - CLIENT AGREEMENT

THIS AGREEMENT is made this ____ day of June, 2023, by and between Ken Witt for and on behalf of Hawk Ridge HOA (“Client”), and Monson, Cummins, Shohet & Farr LLC, Attorneys at Law (the “Firm”).

For good and valuable consideration, the parties agree as follows:

1. Employment of Attorney: The Client hereby employs and retains the Firm as its attorneys for the performance of the following described legal services for and during a period commencing on the date of this Agreement and ending as hereinafter provided.

2. Purpose of Employment: The Firm accepts such employment and agrees to render and perform legal services for the interests of the Client described as follows:

Assistance with clearing of water title for HOA

plus such other matters as requested by Client and agreed to be performed by Firm. Some matters, in the Firm’s opinion, may need action taken in a prompt fashion where preauthorization procedure is not practical. In such event the firm shall notify the Client and reach an understanding as to the nature of the future legal services.

3. Client Deposit Account: The Client hereafter may be requested to deposit a retainer with the Firm (“Client Deposit”), which shall be deposited to the Firm’s trust account, from which the firm may draw to pay the fees and costs hereinafter provided. The Firm is not seeking a Client Deposit at this time, but reserves the right in the future, and at the sole discretion of the Firm, to require a Client Deposit to continue representation in the event Client fails to pay invoices in a timely manner. As such, the Firm, at its option, may refrain from performing any legal services on behalf of Client until the Client Deposit is received. Unless Client requests otherwise in writing, Client understands and agrees that Client’s account earns interest paid to the Colorado Lawyers Trust Account Foundation (COLTAF), a non-profit charity whose funds primarily benefit legal services projects throughout the State of Colorado.

4. Attorney’s Billing and Collection Procedures: The Client will receive a monthly bill of the Firm’s fees, costs and other expenses, which bill is payable upon receipt, unless paid from an existing Client Deposit. The Firm may during the course of representation require an additional Client Deposit or may continue to bill the Client monthly for amounts due. If the Client pays such bills within 30 days of the billing date, no finance charge will be incurred. However, if any bill is not paid within such time, A FINANCE CHARGE OF 1 ½ PERCENT PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) shall be applied to the outstanding balance. If any bill is not paid when due, the Firm may assert a security interest in any pending actions, documents, or files in its possession, may terminate the attorney-client relationship as provided in Paragraph 9, and may institute collection action to recover attorney fees and costs due, plus all reasonable attorney fees related to collection, or the equivalent thereof if the Firm represents itself.

4.a. Specific Billings for Each Client. Hawk Ridge West HOA will be responsible for 28.2% of the billing each month. Hawk Ridge HOA will be responsible for 71.8% of the billing each month. Failure of one HOA to timely pay their portion of the monthly billing would result in only that HOA required to submit a Client Deposit to the Firm from which to withdraw monthly payments. However, failure to pay their billing by either party may result in the Firm's suspending or terminating services for both parties.

5. Attorney Fees: The Client hereby agrees to pay the Firm its then current rate for legal services. Such services include, by way of example only, and not by way of limitation, the following: Telephone, office and out-of-office consultations with Client or other persons; preparation of agreements, documents, pleadings, instruments or other written materials; preparation for attendance at meetings, depositions, hearings and trials; and portal-to-portal travel in connection with matters being handled by the Firm on behalf of the Client. In the event that any attorney of the Firm is required to testify or give a deposition in regard to any matter for which the Firm has performed legal services, Client agrees to pay the Firm's then current rate for such attorney time and expenses regarding to preparation, travel, depositions, hearings and trials relating thereto, notwithstanding the prior termination of the Attorney-Client relationship. The current rates of the attorneys who represent the Client on behalf of the Firm are Steven T. Monson at \$320.00 per hour, Chris D. Cummins at \$305.00 per hour, David M. Shoheit at \$305.00 per hour, Ryan W. Farr at \$305.00 per hour, William J. Tilton at \$195.00 per hour, Paul J. Raymond at \$185.00 per hour, and Margaret M. Maldonado at \$285.00 per hour. The fees may be raised from time to time as determined appropriate by the Firm.

6. Costs and Other Expenses: In addition to the attorney fees described in Paragraph 5, the Client shall pay all costs, expenses, necessary disbursements, and reasonable personal and travel expenses incurred by the Firm in advancing the Client's cause. For purposes of this Agreement, reasonable travel costs shall mean the greater of the current rate per mile allowed by the United States Internal Revenue Service for business use of a vehicle, or the actual cost of travel. In the event any attorney is required to spend overnight out of Colorado Springs, Colorado, on behalf of the Client, the Client shall pay the lodging and meal expenses of the attorney. Photocopying shall be charged at the Firm's then current rate. Certified mail and other extraordinary mail expenses shall be charged at cost. The Client may be charged for all long-distance telephone calls, conference calls, and cellular telephone calls at the cost thereof.

7. Employment of Associate Counsel, Experts, and Investigators: The Firm, at its discretion, may employ associate counsel to assist it in prosecuting or protecting the Client's interest, and may employ such technical experts, research firms and research experts, and expert investigators as may be necessary.

8. Substitution or Discharge of Attorney: At any time, the Client may discharge or obtain the substitution of other attorneys before the Firm has completed the services for which it is hereby employed; provided, however, that upon such discharge or substitution, the Client shall pay in full any amount owed to the Firm, which shall be paid from any remaining balance in the Client Deposit Account, an accounting of which shall be furnished to the Client within 60 days of notice from the Client that the Firm has been discharged or that substitution is desired. Any

deficiency between the Client Deposit Account and the amount owed to the Firm shall be paid by the Client immediately.

9. Withdrawal of Firm: The Firm may for any reason withdraw from Client at any time, upon 5 days written notice to Client, and may withdraw without any notice whatsoever if the Firm determines that a conflict of interest exists, or may exist, in its continued representation of the Client, or if the Client fails to make the Client Deposit or fails to pay any bill, fee or charge when due, or fails to follow any advice or instruction of the Attorney, who represents the Client on behalf of the Firm. Despite such withdrawal, the Client shall pay in full any amount owed to the Firm as provided in Paragraph 8 above.

10. Cooperation and Assistance: The Client shall cooperate and assist the Firm and the attorney representing the Client on behalf of the Firm. The Client shall keep that attorney informed of any change of address or telephone number. The Client shall not contact other parties or witnesses without consulting the attorney representing the Client.

11. File Maintenance/Retention Policy: The Client shall be entitled upon request to the return of its file upon the conclusion of its legal matter and payment of legal services, or such file shall be retained by the Firm. The Firm shall be entitled to dispose of the Client's file after ten (10) years from the conclusion of the subject matter of the Firm's representation without notice. Client agrees that the Firm has the right to make copies of any and all documents generated or received by the Firm from any source during the course of our representation of Client. Client also agrees that any materials in the file left with the Firm after the engagement ends may be retained or destroyed, consistent with this File Maintenance/Retention Policy. When Client requests documents/property/information from the Firm that is maintained in the Client file, the cost of transmitting original documents to Client and/or the cost of providing Client with copies of other documents will be charged to Client. Notwithstanding the foregoing, when the Firm no longer represents Client, the Firm may contact Client and request that arrangements be made for the return of any records/information/property provided to the Firm, or created by the Firm, during the course of the representation. Client will be sent a final bill at the conclusion of the Firm's representation, which will be accompanied by a notice regarding Client's obligations with respect to the Client's file, consistent with the provisions of this File Maintenance/Retention Policy. Client will have 6 months from the date of written notice from the Firm to pick up original documents or property in the Client's file, or to provide the Firm with written instructions for delivery or transfer of the Client's file.

During the course of representation, the Firm may generate certain records related to the Client's matter not part of the Client's file, that will be retained by us or destroyed. Such documents include, for example, the Firm's administrative records, time and expense reports, personnel and staffing materials, credit and account records, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of the Firm). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials that belong to the Firm.

Nothing in the foregoing shall limit or foreclose the Firm from digitalization of the Client's file, excepting original documents or other documentation for which retention of the physical document is, in the opinion of the Firm, essential. The Client accepts and acknowledges that the Client file as described in this File Maintenance/Retention Policy may be reduced to a digital format during the period of file retention, or upon delivery of the file to the Client, upon Client's written request.


12. Disclaimer of Warranty: The Firm makes no warranties or representations concerning a successful termination or favorable outcome of any legal services performed for Client, legal action that may be filed by or against the Client, or of any negotiations or discussions with other parties on behalf of Client.

13. Power of Attorney to Execute Documents: The Client hereby gives any attorney who represents the Client on behalf of the Firm power to execute all documents in connection with any matters being handled by that Attorney on behalf of the Client including pleadings, settlement agreements and releases, variations, dismissals, orders and all similar documents the Client could otherwise properly execute.

14. Notice: Any notice required by this Agreement shall be in writing and shall be served in person upon the party for whom it is intended, or sent by regular U.S. mail to the last known address of the party. Notice may be sent by registered or certified mail, return receipt requested, to that party at the last known address, but shall not be required.

IN WITNESS WHEREOF, the Firm and the Client have executed this Agreement the day and year first above written.

CLIENT:
HAWK RIDGE HOA

DocuSigned by:

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By: _____
Ken Witt

Authorized Signatory

FIRM:
MONSON, CUMMINS, SHOHET & FARR, LLC

By: _____

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