

IOLTA ACCOUNT AGREEMENT

THIS AGREEMENT is entered into effective _____, 20__ between _____ (“Financial Institution”); and OREGON LAW FOUNDATION (“Foundation”), and applies to any IOLTA account maintained by an Oregon law firm or a lawyer admitted to practice in Oregon at any branch of Financial Institution;

Pursuant to Rule 1.15-2(h)(3) of the Oregon Rules of Professional Conduct, Financial Institution here by agrees:

- (i) To remit to the Foundation, at least quarterly, interest earned on the average daily balance in the lawyer’s or law firm’s IOLTA account, less reasonable service charges, if any; and
- (ii) To deliver to the Foundation a report with each remittance showing:
 - (a) The name of the lawyer or law firm for whom the remittance is sent;
 - (b) The number of the IOLTA account as assigned by the Financial Institution;
 - (c) The average daily account balance for each month for which the remittance is made;
 - (d) The rate of interest applied;
 - (e) The period for which the remittance is made; and
 - (f) The amount and description of any service charges deducted during the remittance period.

IN WITNESS WHEREOF, Financial Institution and Foundation have caused this agreement to be executed in their respective names effective the day and year first hereinabove written.

OREGON LAW FOUNDATION

(Financial Institution)

By: _____

By: _____

Its: Executive Director

Its: _____