
OSGOOD & OSGOOD, LLC

BILLING POLICIES

Billing for our services is typically presented on a monthly basis. Whenever possible, billing statements may be sent by email. Payment is due within ten days after receipt of the bill. Some legal service may be billed on a flat fee basis, which will be discussed with Client at the time of service. Unless otherwise agreed, however, Client will be billed on an hourly basis for all time devoted by attorneys in representation of client at the rates set forth below:

Russell K. Osgood - \$300.00

Scott R. Osgood - \$300.00

Paralegal services, if applicable, will be billed to client at the rate of \$125.00 per hour.

The hourly rates set forth herein will not be increased from without prior notice to Client. Legal services are billed in increments of 1/10th of an hour. Billable time may consist of office conferences, telephone conferences, or other meetings with Client or other persons, negotiations and other communications with opposing parties or their attorneys, making notes to file, file review, legal research, drafting and preparation of letters, contracts, pleadings, and other documents, gathering of information, matters necessary or appropriate to litigation, if applicable, and generally will include any time reasonably expended on behalf of Client. Actual time devoted to any particular matter will depend upon client demands, the complexity of the matter, difficulties and delays encountered, the skill required to properly perform the legal services, and any extraordinary circumstances that may be involved. Attendance by attorneys at court, conferences, closings or meetings will be billed according to the total time expended, including travel time.

Client shall pay, as billed, all costs actually incurred in connection with any matter which is handled for client by attorneys. Costs may include such things as filing fees, express mail, long distance telephone charges, court costs, deposition costs, fees due to investigators, process servers, and any other expenses incurred in connection with the representation of Client. Client shall be fully responsible for actual costs incurred, either directly or by reimbursement to Attorneys as Attorneys may direct.

Attorneys reserve the right to require client to deposit a retainer in a reasonable amount as determined by attorneys. Such retainer shall be held in Attorneys' trust account and disbursed by attorneys as earned or as costs and expenses are incurred by attorneys on client's behalf. If a retainer is required, attorneys may from time to time require client to replenish the retainer as a condition for continued work by attorneys for client.

Interest shall accrue on any balance remaining unpaid after 30 days at the rate of 1.5 percent per month (18% APR). In the event any action is commenced to recover attorneys fees which become due from client to attorneys, attorneys shall be awarded their reasonable attorneys' fees and costs incurred as a result of such failure to pay, including time expended by members of the firm, and including any additional costs and fees incurred in collection of any judgment.

Client acknowledges receipt of these Billing Policies and agrees to pay attorneys fees and costs arising from client's representation by attorneys in accordance with such policies.
