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THE HEURLIN SHERLOCK PANAHI (HSP) CONSULTATION AGREEMENT

CLIENT agrees to use the services of Heurlin Sherlock Panahi (HSP), for a one-time consultation appointment. The CLIENT, hereby agrees to pay a non-refundable flat fee of \$300, for the consultation appointment, which fee must be included with this signed agreement.

Consultation with a lawyer from this law firm (in person, by email, telephone, or otherwise) does not mean that this law firm is acting as your attorney or has agreed to advise you or represent you. After your consultation, both you and HSP must mutually agree to have HSP represent you by signing a written contact. This written contact, also known as the "HSP Fee Contract and Policy" or retainer agreement, is signed by you and an attorney from HSP. The Fee Contract and Policy clearly explains the cost of representation and the scope of legal work that HSP will perform for you.

Without a signed Fee Contract and Policy, HSP does **NOT** represent you. Keep in mind that some legal matters and claims have specific time limits in which they must be brought. Claims and legal rights can be jeopardized if certain action is not taken within specific time periods. Accordingly, please do not have the mistaken belief that your matter is being handled by HSP unless this we agree to represent you, and you obtain a written Fee Contract and Policy **SIGNED** by both you **AND** an attorney from HSP.

Services Provided at the Consultation. The following is a list of the services HSP will provide to you, at the agreed upon fee stated above: (1) review of loan documents and other documents you provide related to this nature of this consultation; (2) conduct a one hour consultation appointment, either in person at this law firm's office or by telephone, and answer your questions and advise you on Arizona law related to the subject matter of your consultation appointment. These are the only services that you will be provided under this Consultation Agreement. **Any additional services will be provided at an additional fee, agreed upon by both you and HSP, and accompanied by a Fee Contract and Policy signed by both you and an attorney from HSP.**

Please note that the advice you will be given by the attorney from HSP, is merely advice on your current position as it relates to the property and the loan or loans encumbering the property, and we will advise you on the relevant Arizona law. HSP will not provide any legal advice or recommend a course of action for you to take to resolve your current loan and property circumstances. HSP will not advise you on any other properties or subject matters outside the scope of what is stated in this Consultation Agreement, along with the information provided in the Client Intake Form. Should you seek additional advice from HSP regarding another property or subject matter outside the scope of this Agreement, you should arrange for a separate consultation accompanied with the execution of a separate Consultation Agreement by you and an attorney from HSP.

Tax Matters. You understand that none of the attorneys with HSP are tax attorneys or Certified Public Accountants (CPA). HSP does not offer state or federal tax advice or opinions regarding any issues regarding any taxes. The Client is encouraged to obtain tax advice from a tax attorney and/or CPA. The Client is encouraged to seek expert advice outside of HSP regarding the tax consequences of property transactions and the loans related to those transactions.

Binding Arbitration of Disputes. As a material term, both you and HSP agree to settle any claim, controversy, dispute or any other disagreement of any nature, type or description (regardless of the facts or the legal theories that may be involved and whether arising out of contract, tort, or statute)

that may arise between us (a "Dispute"), by private, binding arbitration, instead of a court lawsuit against each other. Each of us agrees to bear our own respective attorney fees and costs in any such arbitration proceeding. Any Dispute, including but not limited to your failure to pay HSP's fee, or relating to you by HSP or any of its attorneys or other staff, **including (but not limited to) claims for professional negligence or "malpractice,"** shall be resolved by binding arbitration.

Each party to such dispute shall select one arbitrator. Within five (5) days, including weekends and holidays, after the party demanding arbitration notifies, by mail, fax, or email, the opposing party of the dispute, the opposing party shall select an arbitrator and notify the party demanding arbitration of the selected arbitrator. If the opposing party does not timely select an arbitrator, the party demanding arbitration shall request that a Pima County Superior Court Judge make the selection of the second arbitrator. The opposing party shall not have the right to make that selection after a request is filed with a Pima County Superior Court Judge. The two selected arbitrators shall select one other arbitrator, who shall act as chairperson. If the two arbitrators selected by the parties cannot agree on the third arbitrator within ten (10) days, either party may request that a Pima County Superior Court Judge make the selection of the third arbitrator. The dispute shall be decided by hearing in Pima County within thirty (30) days of receipt of a written request for arbitration. The arbitrators shall decide the dispute by written award within five (5) days of the hearing. The prevailing party shall be awarded all costs and attorneys fees. Judgment upon the award rendered by the arbitrators may be entered in any jurisdiction.

PLEASE NOTE: Although the advantages of private, binding arbitration may be significant (e.g., arbitration is usually less expensive, is less formal, is a less publicized, a more private forum that may help protect confidential information, and normally results in a faster resolution of Disputes than through litigation in a court), **BINDING ARBITRATION RESULTS IN YOUR WAIVER OF A RIGHT TO A JURY TRIAL, THE WAIVER OF BROAD DISCOVERY, INABILITY TO JOIN PARTIES NOT SUBJECT TO THIS FEE AGREEMENT, AND THE LOSS OF THE RIGHT TO APPEAL.** We both understand that this agreement to arbitrate waives legal rights by both client(s) and HSP.

No Advice Regarding This Consultation Agreement. We are **NOT** acting as your attorneys in advising you with respect to this Consultation Agreement, since we would have a conflict of interest in so doing. If you want the advice of an independent attorney about this Consultation Agreement we recommend that you consult with the independent attorney of your choice before you sign this.

THE TERMS OF THE CONSULTATION AS STATED ABOVE ARE ACCEPTED AND APPROVED BY:

CLIENT: _____

Dated: _____

CLIENT: _____

Dated: _____

HEURLIN SHERLOCK PANAHI

By: _____

Dated: _____