

Lawyer on Call Terms and Conditions

The Lawyer on Call Legal Services Program ("Program") is based on the following terms and conditions between Participating Property (identified below) and The Cweren Law Firm:

What is provided: In exchange for the pre-paid monthly fee ("Monthly Fee") and when requested by the Participating Property to do so during Normal Business Hours (as defined below), The Cweren Law Firm will provide the following services:

1. Unlimited legal helpline for general landlord-tenant issues. Provide telephonic legal advice to apartment staff regarding general landlord-tenant legal issues for up to fifteen (15) minutes at one (1) time per issue;
2. Draft one (1) crime alert notice per month when requested by the Participating Property;
3. Draft one (1) cancellation of lease per month when requested by the Participating Property; and
4. Flat Fee Harris County Pauper's Appeal for Non-Payment of Rent: \$1,000.00 plus expenses ("Pauper's Appeal – Flat Fee").
(Collectively, "Included Services")

Terms and Conditions of Included Services:

Pauper's Appeal - Flat Fee include:

- The case must be in Harris County, Texas;
- The case must exclusively involve a resident appealing a Harris County Justice of the Peace judgment in favor of the landlord in an eviction (forcible detainer) based solely on the grounds of non-payment of rent by filing a Sworn Statement of Inability to Pay Costs of Appeal ("Pauper's Affidavit") to the Harris County Civil Court;
- The eviction must involve usage of the standard TAA lease and the TAA notice to vacate or similar legally accurate documents;
- Resident is paying 100% of rent and does not receive nor does the resident claim to receive any governmental financial assistance; and
- Payment of the Flat Fee must be received by The Cweren Law Firm within fourteen (14) days of sending the file to The Cweren Law Firm. The fee is non-refundable and fully owed upon opening file. The Flat Fee does not include bankruptcy cases, appeals to the Court of Appeals or The Texas Supreme Court or re-start of case because of defective jury trial or drafting discovery responses.

Crime Alert Notice: Crime alert notice must be requested in writing. The request must include details surrounding the occurrence.

Cancellation of Lease: Must provide copy of the lease and terms of cancellation.

Excluded Matters: The Program is not intended to cover all legal matters for an apartment complex; it only provides select common legal assistance. The Program does not include any matters not specifically listed in the Included Services. All other matters are not included in the Monthly Fee and will be billed at the standard hourly rate, including, but not limited to the following matters:

- Pending or former litigation matters handled by The Cweren Law Firm;
- Litigation;
- Research;
- Building Code / Building Compliance Issues;
- Specialty legal advice regarding issues pertaining to the Americans with Disabilities Act, Fair Housing Act, bankruptcy or employment;
- Code violation defense;
- Responding to Demands;
- Responding to Houston Apartment Association, Better Business Bureau or similar complaints;
- Pauper's Appeal – Flat Fee matters requiring us to non-suit or dismiss due to defects in property-prepared Notice to Vacate or Eviction Petition; and
- Review of any documents or agreements.

Term: This Program is a month-to-month agreement. Either party may cancel by providing written notice to the other. If the Participating Property cancels, it remains liable for payment for full Monthly Fee. If The Cweren Law Firm cancels, it will refund the pro-rated amount of the Monthly Fee.

Monthly Fee Schedule:	1-100 Units:	\$150.00
	101-400 Units:	\$200.00
	401-600 Units:	\$250.00
	601+ Units:	Please contact us for fee.

Payment: The Monthly Fee must be received at The Cweren Law Firm in advance, without invoice, by the 5th day of each month at:
3311 Richmond Avenue, Suite 305
Houston, Texas 77098

Normal Business Hours: All Included Services are to be provided during Normal Business Hours (9:00 a.m. – 5:00 p.m., Monday – Friday) not including observed holidays and are subject to staff availability. Additional charges will be incurred for assistance provided outside normal business hours and are subject to staff availability. The Participating Property will be charged its normal reasonable hourly rate for any Included Service or Excluded Matters provided outside the Normal Business Hours.

This is not an insurance policy. The Program is establishing the availability of The Cweren Law Firm to answer questions and provide other selected Included Services for a flat monthly fee. The Program is not an open ended legal service plan but restricted to enumerated activities set forth above. Included Services do not carry over from one month to the next. The Cweren Law Firm reserves the right to cancel the Program at any time without prior notice. In such an event, the Participating Property will receive a pro-rated refund. The Monthly Fee may be increased by providing written notice to the Participating Property sixty (60) days prior to any such increase.

Force Majeure. The Cweren Law Firm shall not be deemed in default of this Program and shall not be liable for any failure of or delay in the performance of this Program for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, emergency condition conditions, flood, fire, storm, natural disaster, any unforeseen event that renders performance commercially implausible or any other force majeure event (collectively, "Force Majeure Event"). Should a Force Majeure Event occur, neither Party is liable for failure to perform, except with respect to payment obligations. Notwithstanding the foregoing, the Participating Property may elect to terminate this Program as set forth herein.

This Program is not transferrable between properties and only applies the Participating Property identified herein below:

Participating Property Name: _____ **No. of Units:** _____

Address of Participating Property: _____

Management Company: _____

Billing Address (if different than Participating Property's Address): _____

Printed Name(s)/Title(s) of Authorized Agent: _____

Signature of Authorized Agent: _____ **Date:** _____

The Program is not effective until it is countersigned herein by an authorized employee of The Cweren Law Firm:

Signature of Authorized Employee at The Cweren Law Firm: _____ **Date:** _____

Printed Name/Title: _____