

BUDD-FALEN LAW OFFICES

L.L.C.

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RECEIVED

November 5, 2013

NOV 13 2013

Ravalli County, Montana
c/o Commissioner Ron Stoltz
215 S. 4th Street, Suite A
Hamilton, MT 59840

Ravalli County Commissioners

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Re: Retention of Legal Services of Budd-Falen Law Offices, L.L.C.

Dear Commissioner Stoltz:

Thank you for choosing this law office to advise you with regard to assisting you with the issues raised by the Forest Service filing on water rights in Ravalli County. We hope that with our assistance, this issue will be successfully resolved.

Fees for legal services rendered by this firm are charged on the basis of the time spent. Services rendered by senior level attorneys are billed at an hourly rate of \$250.00, second level attorneys at \$230.00, third level attorneys at \$200.00, junior associates at \$180.00, legal interns and paralegals at \$105.00 for legal research and \$90.00 for assistance to an attorney and legal secretaries who perform work not requiring the direct services of an attorney at \$50.00. As a senior level attorney of this firm, my hourly fee is \$250.00.

In these types of cases, you are also asked to issue to this firm a retainer fee of \$1500.00. All work performed by this firm will be charged against that fee. Any additional work performed by this firm will be billed to you on a monthly basis. Each bill will include attorneys' fees and costs. Each monthly statement will reflect a due date of (10) days. If the work performed by this firm is less than the retainer fee, the balance of that payment will be returned to you.

In addition to attorneys' fees, you will be billed for costs incurred by this firm on your behalf. These costs include long distance telephone charges, photocopying costs, telefax costs, postage, filing fees, and other costs. These costs will be included with your monthly statement. If you have any questions or concerns regarding any of our invoices, please contact our bookkeeper, within 10 days of the date of the invoice.

Our firm accepts Visa, Mastercard, Discover and American Express credit cards as a payment alternative. If you elect to use this method of payment, please contact our bookkeeper with your card information. Please note that due to the increasing fees with the credit card processing companies, those fees will be assessed to you.

A copy of our firm's credit terms is enclosed. While it is anticipated that your account will remain current and that these terms will not apply to you, the law requires us to furnish a copy of the terms to all of our clients. In the event of a dispute regarding your account with this firm, you agree that Wyoming law applies and the State of Wyoming is the appropriate forum for such dispute. Finally, again although it is anticipated that it will not be necessary, should litigation over fees or costs arise, you agree to pay all reasonable attorneys fees and costs if this firm prevails.


This retainer letter also discloses to you that the attorneys in this firm have the capability to use telefax, cellular telephones and electronic mail. Please note that these devices do not guarantee that the information transmitted via their use will be kept absolutely confidential. As you may know, the use of scanners may allow unknown third parties to intercept communications made via e-mail, cellular telephones or other devices. Although this firm believes it is very unlikely that a third party would get confidential information in this manner, we wanted to inform you of this possibility. Please inform me, in writing, if you do not wish to have the information about your case transmitted via any of these devices.

The attorneys of this firm will use their best efforts on your behalf. I, along with Jeffrey B. Cullers will be the attorneys primarily responsible for this matter. Mr. Cullers is a junior associate attorney of this firm and his hourly rate is \$180.00.

If the terms recited above are acceptable, we will proceed as directed. To indicate your agreement to these terms, please endorse your approval on one of the enclosed copies of this letter as well as the credit terms and return the entire copy of each to our office. The additional copies are for your records. If you choose to have us discontinue our representation, please let us know in writing.

Again, thank you very much for considering the employment of our firm. We look forward to being of service to you.

Sincerely,



Karen Budd-Falen
BUDD-FALEN LAW OFFICES, L.L.C.

KBF:vld

Enclosure

APPROVAL OF CLIENT: _____

Date: _____

CREDIT TERMS

DISCLOSURE OF CREDIT TERMS

Balance remaining unpaid on your account after the 30th day following the monthly billing statement date is subject to a FINANCE CHARGE at a periodic rate of up to 1.75% per month, which is an ANNUAL PERCENTAGE RATE of 21%. We compute the FINANCE CHARGE by applying the periodic rate to the "adjusted balance" of your account. That balance is determined by taking the balance you owed at the end of the previous billing cycle and subtracting all payments and credits received during the present billing cycle.

We expect that you will continue to bring your account current within 10 days of the date of your billing statement. Payments or credits received after the "billing statement date," which is the closing date of the billing cycle, will appear on your next statement. To avoid a FINANCE CHARGE you must pay the "new balance" shown on your statement by the 30th day following the billing statement date.

NOTICE OF YOUR BILLING ERROR RIGHTS

If you think your bill is wrong, or if you need more information about a transaction on your bill, please contact us at the address or telephone number shown on your billing statement as soon as possible. We must hear from you no later than 30 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights under Wyoming Statutory law.

In your letter, give us the following information: (1) Your name; (2) The dollar amount of the suspected error; (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Approval of Client: _____

Date: _____