

OVERDRAFT NOTIFICATION AGREEMENT

In accordance with Alaska Bar Rule 15.1, adopted by the Alaska Supreme Court effective April 15, 2014, _____ [NAME OF FINANCIAL INSTITUTION] agrees to report to:

Bar Counsel
Alaska Bar Association
840 K Street, Suite 100
Anchorage, AK 99501

whenever any properly payable instrument is presented against a lawyer trust account, defined as a “trust” or “escrow” account, maintained in this institution containing insufficient funds, irrespective of whether the instrument is honored. “Properly payable” refers to an instrument which, if presented in the normal course of business, is in a form requiring payment under the laws of this jurisdiction. This agreement shall apply to all branches of this institution and shall not be cancelled except upon 30 days’ notice in writing to Bar Counsel at the address above.

Lawyer’s Obligation to Inform Financial Institution of Purpose and Identity of Account

A lawyer subject to Alaska Rule of Professional Conduct 1.15 is solely responsible for informing this financial institution that an account held or maintained by the lawyer is subject to the overdraft reporting and other requirements of Alaska Bar Rule 15.1 so that this financial institution may properly categorize the account for the reporting purposes of this agreement. A lawyer may satisfy this obligation by submitting this information on a form provided by this financial institution and available on the Alaska Bar Association’s website: www.alaskabar.org.

Format and Timing

(1) Dishonored Instrument. In the case of a dishonored instrument, the report shall be identical to the overdraft notice customarily forwarded to the depositor, and should include a copy of the dishonored instrument if such a copy is normally provided to depositors. This report shall be made simultaneously with, and within the time provided by law for notice of dishonor, if any. “Notice of dishonor” refers to the notice that this financial institution is required to give, under the laws of this jurisdiction, upon presentation of an instrument that this institution dishonors.

(2) Instrument Presented Against Insufficient Funds But Honored. In the case of an instrument that is presented against insufficient funds but which instrument is honored, the report shall identify this financial institution, the lawyer or law firm, the account number, the date of presentation for payment, and the date paid, as well as the amount of overdraft created thereby. This report shall be made within five banking days of the date of presentation for payment against insufficient funds.

Waiver of Confidentiality

Each lawyer or law firm maintaining a trust account or accounts in this institution will sign a waiver of confidentiality under AS 06.01.028 for this institution's records and the lawyer or law firm will provide a copy of the waiver to Bar Counsel at the address listed above.

Consent Deemed Conclusive

However, even if a waiver has not been signed and provided to this institution, this institution understands that lawyers subject to Alaska Rule of Professional Conduct 1.15, on behalf of themselves or their law firms, with trust accounts in this institution are conclusively deemed to have consented to the reporting and production requirements mandated by Alaska Bar Rule 15.1.

Cost of Producing Reports and Records

Nothing herein shall preclude this financial institution from charging a particular lawyer or law firm for the reasonable cost of producing the reports and records required by this rule.

DATED this _____ day of _____, 20____, at
_____[CITY], _____[STATE].

SIGNATURE

PRINTED NAME

TITLE

NAME OF FINANCIAL INSTITUTION

Please return this signed agreement to:

Bar Counsel
Alaska Bar Association
840 K Street, Suite 100
Anchorage, AK 99501