

ATTORNEY TRUST ACCOUNT OVERDRAFT NOTIFICATION AGREEMENT

To: BOARD OF PROFESSIONAL RESPONSIBILITY
10 Cadillac Dr. Ste. 220
Brentwood, TN 37027

The undersigned, being a duly authorized officer of the named financial institution and the person or persons specifically authorized to enter into this agreement, hereby applies to be approved to receive attorney trust accounts. In consideration of the approval of the named financial institution by the Supreme Court's Board of Professional Responsibility, the institution (a) agrees to maintain all funds of each account as a whole, including custodial accounts containing funds of several different principals, as insured accounts; and (b) agrees to comply with the reporting requirements for such institution as set forth in Tennessee Supreme Court Rule 9, Section 35.

The named financial institution in addition specifically agrees:

- (1) To report to the Board of Professional Responsibility any and all properly payable attorney trust account instruments presented against insufficient funds, irrespective of whether or not the instrument is honored.**
- (2) That all such reports shall be substantially in the following format:
 - (a) In the case of a dishonored instrument, the report shall be identical to the overdraft notice customarily forwarded to the depositor.
 - (b) In the case of instruments that are presented against insufficient funds but which are honored, the report shall identify the financial institution, the attorney or law firm, the account number, the date of presentation for payment and the date paid, as well as the amount of the overdraft created thereby.
- (3) That all such reports shall be made within the following time periods:
 - (a) In the case of dishonored instrument – within the time provided by law for notice of dishonor.
 - (b) In the case of instruments that are presented against insufficient funds but which are honored – within 5 banking days of presentation for payment against insufficient funds.
- (4) That as required by Tennessee Supreme Court Rule 9, Section 35.1(E) as a condition of attorneys' admission to practice law, attorneys have given constructive consent of disclosure of their trust account financial records, and conclusively deemed by the Tennessee Supreme Court, as a condition to admission to practice, to have consented to the reporting and production of financial records requirements contemplated or mandated by Rule 9, Section 35.

This agreement shall apply to all branches of the named financial institution and shall not be canceled except upon thirty (30) days written notice in writing to the Board of Professional Responsibility, 10 Cadillac Drive Suite 220, Brentwood, Tennessee 37027.¹

Name and Address of Main Branch of Financial Institution (please type or print):

Date: _____

Name of Chief Executive Officer
(Please type or print)

(CORPORATE SEAL)

Signature of Chief Executive Officer

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____, Chief Executive Officer for the named financial institution, with whom I am personally acquainted, and who acknowledged execution of the Attorney Trust Overdraft Notification Agreement for the purposes therein contained, and further acknowledged authorization by the financial institution, as Chief Executive Officer, to execute the agreement on behalf of the financial institution.

NOTARY PUBLIC

My Commission Expires: _____

(NOTARY SEAL)

¹ Tennessee Supreme Court Rule 8, RPC 1.15(b) provides in part: Funds belonging to clients or third persons shall be deposited in a separate account maintained in an FDIC member depository institution **having a deposit-accepting office located in the state where the lawyer's office is situated (or elsewhere with the consent of the client or third person)** [emphasis added] and which participates in the required overdraft notification program as required by Supreme Court Rule 9, Section 35.1.