

TRUST ACCOUNT OVERDRAFT NOTIFICATION AGREEMENT

TO: Attorney Registration and Disciplinary Commission
One Prudential Plaza
130 E. Randolph Dr. Suite 1500
Chicago, IL 60601

_____ (Financial Institution) submits this Trust Account Overdraft Notification Agreement for the purpose of qualifying as an eligible financial institution authorized to maintain lawyer trust accounts pursuant to the requirements of Illinois Rule of Professional Conduct 1.15.

FINANCIAL INSTITUTION AGREES:

- 1) To report to the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois (hereinafter ARDC) in the event that any properly payable instrument is presented against a lawyer trust account containing insufficient funds, irrespective of whether or not the instrument is honored;
- 2) That all such reports shall be 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, and should include a copy of the dishonored instrument, if such a copy is normally provided to depositors; and
 - (b) In the case of instruments that are presented against insufficient funds but which instruments are honored, the report shall identify the 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.
- 3) That such reports shall be made simultaneously with, and within the time provided by law for notice of dishonor, if any. If an instrument presented against insufficient funds is honored, then the report shall be made within five [5] banking days of the date of presentation for payment against insufficient funds.
- 4) That such reports shall be mailed to: ARDC, One Prudential Plaza, 130 E. Randolph Dr. Suite 1500, Chicago, IL 60601.
- 5) That this Agreement applies to all branches of the Financial Institution and shall not be canceled except upon thirty days notice in writing to the Commission.

6) That nothing in this Agreement shall preclude the Financial Institution from charging a lawyer or law firm for the costs of producing the reports and records required under this Agreement, but that fees charged for the costs of producing such reports or records are the sole responsibility of the lawyer or law firm and are not allowable reasonable fees for IOLTA accounts designating the Lawyers Trust Fund of Illinois as income beneficiary.

7) To respond to reasonable requests from the ARDC regarding overdraft reports and internal processes pertaining to procedures for making such reports.

8) To notify the ARDC within 30 days of any changes in the Financial Institution's name, address, or contact information as provided with this agreement.

9) That this agreement is binding on any successor institution in the event of merger, consolidation, or otherwise.

Date

Signature of authorized officer

Name of authorized officer (please type or print)

Title of authorized officer

Financial Institution Contact Information:

Name of Financial Institution

Address of Main Branch

City

State

Zip Code

Name of designated contact

Title of designated contact

Telephone number

Fax number

E-mail address