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A new study from RentCafe shows more than 100 zip codes flipped from homeowner majority to renter majority.

7 Rental Market Trends To Watch In 2023

Nov 29, 2022

www.rentalhousingjournal.com



Buildium writes about the 7 rental market trends for 2023 the company is seeing in its annual property management and industry report and analyses from leading real estate sources in the industry.

The company reports that over the last two years, many property managers' business plans "were reactionary, keeping their businesses afloat amid lockdowns, record inflation, panicked residents, and a supply shortage on practically everything.

"As we get ready for 2023, we are waiting to see if the Federal Reserve will continue to raise interest rates to rein in inflation. That leaves rental-market predictions a bit tough to make, but there are some clear trends coming to the fore," Buildium says.

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Annual ROA

Christmas Party

Thursday Dec 8th
starting at 5:30pm

Coach House Restaurant
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Coos Bay, OR 97420

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Who is the ROA?

Rental Owners Association of Southwestern Oregon is an organization that's been around for over 30 years and consists of landlords who care about practical, legal and profitable land lording practices. Through the association, they share problems, solutions, and ideas with other landlords and find information that comes from similar organizations in Oregon and around the country.



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(example not shown)

Business Card Ad

3.5" W x 2" H = \$20

Dealing with Habitability issues and Substitute Housing

By **Brad Kraus** | Nov 13, 2022
www.rentalhousingjournal.com

Life happens. Common sense tells us that things inevitably break, require replacement, and/or cause issues. This fact also exists in the landlord/tenant context, as fixtures/appliances break, require replacement, and cause irritation to everyone. Most of the time, these repairs/replacements are no big deal, and are quickly and painlessly resolved.

However, even the smallest of molehills can be made into a mountain by unreasonable individuals. As a landlord's attorney, I have seen cases wherein a simple light bulb being out causes the other side to melt down and claim the premises is uninhabitable. While this is obviously an extreme case, there's obviously varying degrees of these cases.

Sometimes, a flood or fire occurs, which does in fact render the premises uninhabitable. Landlords intrinsically understand that these problems need to be addressed, as ORS 90.320 requires. However, acting without a plan can create a scattered process—which can paint us in a bad light, should the tenant decide to pursue damages.

As an initial matter, I should go without saying that any reasonable maintenance request should be addressed with as much haste as possible. Varying degrees exist, as a light bulb being out does not have the same urgency as a shower leak. However, when a maintenance request comes that requires action, an entry should be requested from the tenant if the tenant makes a verbal maintenance request. That request should be documented, and if the tenant denies consent to enter, then (a) that should be noted, as it clearly is not severe, and (b) a Notice of Intent to Enter should be served to inspect and document the issues.

If the maintenance request is in writing, then ORS 90.322(1)(c) allows the landlord to enter upon demand to make the repairs without further notice or consent.



Many landlords still do request or inquire as to a good time to enter, simply out of courtesy, but the statute would not require it. Once inspecting, photos should be taken of the issue and placed in the file, providing the landlord with evidence of the issues. If they are significant and/or require an outside vendor, those requests/calls should be made immediately and documented.

If the issues/repairs render the place uninhabitable or unusable, then substitute housing may be something to explore, depending on the circumstances (more on that below). If substitute housing is appropriate, then it is important that landlords control this process. If the landlord has a comparable unit available, that should be offered to the tenant with a temporary transfer agreement. It is important that this understanding be put in writing, as I have seen cases wherein tenants refuse to leave their new place of occupancy, even after the repairs are made...

continued on page 5



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The Oregon Rental Housing Key Political Action Committee strives to elect state legislators who will work for the best interests of rental property owners.

Contribute to the Oregon Rental Housing KEY PAC and you may qualify for a Tax Credit.

oregonrentalhousingpac.org

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- Need help?
- Questions about landlord/tenant law?
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Call the Helpline! Speak to a Property Manager who knows the law inside and out and who can speak from personal experience. FREE to all ROA members of the Southwestern Oregon Chapter.



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Calls are returned within one business day between the hours of 7am and 8pm. Helpline is closed weekends and Holidays.

Dealing with Habitability issues and Substitute Housing

continued from page 3

Having this agreement in writing is important to spell out what will occur, and when, if the tenant fails to vacate.

Landlords also want to control this process to control the cost. In the context of substitute housing, tenants are only entitled to “comparable housing” which has a specific definition under ORS 90.365. When landlords do not have control, cases can arise wherein tenants decide it is appropriate to stay at the Ritz Carlton. While ORS 90.365 says that they can do this as long as they pay for the additional cost, litigation often arises as to “who pays what” which can be just as expensive.

Finally, keep in mind that the cost of repairs, or the requirement of substitute housing, are only borne by the landlord if the tenant did not cause the issues which



necessitated the repairs. In other words, if the tenant causes a flood, then (a) they are responsible for those damages, and (b) the landlord is not required to provide substitute housing. Due to this fact, it is important to quickly identify any issues in the premises, completely document the same, and, if necessary, have a third-party expert/vendor determine the cause and/or extent of the issue. Doing so can set you up for success if litigation arises and save you money in the long run.



You're invited to the Annual ROA

Christmas Party

Thurs, Dec 8th @5:30pm
Coach House Restaurant
604 6th Ave., Coos Bay

Meetup with your fellow ROA members for a fun-filled and festive dinner at the Coach House Restaurant's outdoor patio.



Form of the Month



DEPOSIT TO HOLD AGREEMENT

S7

Name(s): _____
 Rental Address: _____ Unit: _____
 Applicant Mailing Address: _____
 City: _____ State: _____ Zip: _____

RENT/DEPOSITS

Owner/Agent has received the sum of \$ _____,
 which will be applied to amounts due at move-in.

Monthly Rent to be: \$ _____ (payable in advance)

Move-in Date: _____

☐ Month to Month Tenancy or ☐ Fixed Term Rental Agreement
 If Fixed Term is checked, lease will end on: _____

Security Deposit \$ _____
 Other Deposit + _____
 1st Month's Rent \$ _____
 Subtotal = \$ _____
 Minus Deposit to Hold \$ _____
 Total Due at Move-In _____

DISCLOSURES

☐ If checked, Renter's Insurance is required. Tenant is also required to maintain a minimum of \$100,000 liability coverage and add Owner/Agent as Interested Party. If Tenant(s) combined household income falls at or below 50% of the median income for the area, Renter's Insurance may not be required.

☐ If checked, there are Move-in or Move-out Fees that are associated with this unit that are the Tenant's responsibility to pay to Owner/Agent within 30 days once the bill is assessed by the HOA or COA. The amount of Fees are: \$ _____.

☐ If checked, the mail receptacle associated with the Dwelling Unit is locking type. Tenant(s) are solely responsible for the Fees charged by the Postmaster for the re-keying of the box should not be provided by the Owner/Agent, or if the mail box has not been provided by the Owner/Agent.

☐ If checked, there is a monthly utility charge associated with this unit. After assessment of monthly charge, Tenant(s) have 30 days to pay the charge in full. Failure to pay the utility charge by due date will result in a \$50 Noncompliance Fee upon 2nd or subsequent violation within one year of issuance of Written Warning Notice.

Owner/Agent may charge the following Noncompliance Fees:

- Failure to pay Rent on time of \$ _____.
- Smoke alarm and carbon monoxide alarm Tampering Fee of \$250.
- Dishonored Check Fee of \$ _____ amount charged by bank.
- Early Termination of Lease Fee not to exceed 1-1/2 times the Monthly Rent, or Actual Damages at the option of Owner/Agent.

Owner/Agent may charge the following:

• Noncompliance Fees after first giving a Written Warning Notice of violation if noncompliance occurs within one year: \$50 Fee for 1st violation, and \$50 plus 5% of current Rent for each subsequent violation.

1. Failure to clean up animal waste, garbage, rubbish or other waste.
2. Parking violation or other Improper Use of Vehicle.

• Owner/Agent may charge a Fee for keeping an unauthorized pet capable of causing damage, that is not removed within 48 hours of Written Warning Notice. Fee not to exceed \$250 per violation.

• Owner/Agent may charge a Fee for smoking/vaping in a clearly designated non-smoking/vaping unit or area of the property. Fee may be assessed for repeat violations that occur as early as 24 hours after the Effective Date of a Written Warning Notice, and for each subsequent violation within one year. Fee not to exceed \$250 per violation.

AGREEMENT

It is agreed that Tenant shall pay the balance of funds due the date the property is to be occupied, and sign a Rental/Lease Agreement. If the unit has not been viewed by the Applicant prior to move-in, dissatisfaction with the unit type, condition or location is not cause for refund of the Deposit-to-Hold.

Owner/Agent is charging this Deposit for the purpose of securing the execution of a Rental Agreement after having approved the Application and prior to entering into a Rental Agreement. If the Rental Agreement is executed, the Owner/Agent shall apply the Deposit toward the funds due under the Rental Agreement. If a Rental Agreement is not executed due to a failure by the Applicant to comply with this Agreement, the Owner/Agent may retain the Deposit in full. If a Rental Agreement is not executed due to a failure by the Owner/Agent to comply with this Agreement within four (4) days the Owner/Agent shall refund the Deposit to the Applicant either at the place of business or by mailing the Deposit by First Class Mail to the Applicant. Proof of timely compliance with this requirement shall include a postmark. Refund of the Deposit-to-Hold amounts tendered is the sole remedy for Owner/Agent failure to deliver the unit when agreed.

Applicant _____ Date _____

Applicant _____ Date _____

Owner/Agent _____ Date _____

Applicant _____ Date _____

Applicant _____ Date _____

Owner/Agent _____ Date _____



Deposit to Hold Agreement

What this form is for:

This form enables you to contract with an Applicant to rent them your unit, obligating you to deliver it on a certain date and obligating the Applicant to rent it. The Tenant puts down a deposit to secure the agreement and if they back out, they forfeit the money.

When this form is used:

1. You've approved an application. You want to rent to them. You're ready to take their money.

-and-

- 2a. You're unable to deliver the property, generally because the prior Tenant hasn't moved out.

-or-

- 2b. The property is available and the Tenants are agreeing they will take possession at a later date.

Be sure you've approved the application. This agreement obligates you to rent to the Applicant.

Some Owner/Agents simply have the prospective Tenants sign a rental agreement today with later occupancy date. If there are still Tenants in the unit, and they don't move, that Owner/Agent is in trouble. If there aren't Tenants in place but the prospective Tenants change their minds, your status is unclear. Are they Tenants? If they aren't Tenants, what value is the rental agreement? These are questions for a lawyer. In essence, if you want to obligate the two of you, but they won't take possession today, use this agreement.

Most Owner/Agents have a rule that requires an Applicant to come up with the deposit money within some period, for example 24 or 48 hours, of notification or approval of an application. The unit is empty. You have other applications pending, or you have advertising running. You don't want to wait while the approved Applicants check out four other places, then tell you they have changed their minds. You need a commitment now. Sometimes, legitimately, the Applicant can't come up with all the move-in money quickly. Using this agreement can for the Applicant to commit to your place or risk losing it.

The amount you charge is going to be your liquidated damages if the Applicant doesn't move in. Knowing that should help you decide how much of a deposit to charge. You will suffer costs; Applicants turned away, more advertising, lost rent. It's a good idea to think about how much deposit you need. On the other hand, how much you can get is often determined by competitive factors. In a weak market you might hold the property for a week for \$300. Many Owner/Agents get the full security deposit.

The money you receive with this agreement is simply a deposit. Once the rental agreement is signed, this deposit gets applied to the moneys due. When completing the **Rental Agreement (Forms M1 or M2)** put the amount received with this form in the Move-in Accounting Rent and Depos-

its sections, "Minus Deposit to Hold."

What happens when the agreement isn't fulfilled:

If the Applicant doesn't complete the terms of the agreement by signing rental papers, coming up with the rest of the money, and moving in, you get to keep the deposit.

However, if you can't fulfill the agreement, typically because the prior Tenant hasn't vacated yet, you should either negotiate an extensions of this agreement; easiest done by signing another **Deposit to Hold Agreement** or return the full deposit tot the Applicant within 4 days. Call the Applicant as soon as you know you can't deliver the unit. If they don't want to extend the agreement, ask if they'll come get the deposit from you or if they want you to mail it. If you can't reach the Applicant mail the deposit back to the Applicant within the 4 days.

How the form is filled in:

This form is an agreement, so it's signed by both parties. Both should have a copy.

1. Fill in the name(s) of the Applicant(s).
2. Fill in the rental address.
3. Fill in the Applicant's current mailing address.
4. Fill in the amount of the deposit you're accepting with this agreement.
5. Fill in the monthly rent.
6. This is the date you're obligating yourself to deliver the unit. If you're expecting your departing Tenant to leave on time and the place to be clean, it could be the following day. If for some reason there's a delay, you may be able to negotiate an extension with the Applicant, but they could demand their money back.
7. Check the type of tenancy, month-to-month or fixed-term.
8. List the Security Deposit, then the total of any Dedicated Deposits.
9. Subtract the Deposit to Hold from the Subtotal, the balance is the Total Due at Move-In.
10. Check the Disclosures that apply.
11. If you charge a one-time Late Charge, fill in the amount. If you charge one of the other types, write "\$_daily" or "5% of rent/5 days".
12. Applicant(s) sign(s) and date(s).
13. Owner/Agent sign and date.

Note:

If you're required to make lead-based paint disclosures (see **Lead-Based Paint Disclosure**), do so before executing this form and taking the Applicant money.

7 Rental Market Trends To Watch In 2023

Continued from page 1

7 biggest rental market trends for 2023

the 7 rental market trends for 2023 include more investment-minded owners in the rental real estate market and more mixed-use properties

Charts courtesy of Buildium.

1. More Investment-Minded Owners in the Rental Real Estate Market

According to the 2023 Property Management Industry Report published by Buildium, Propertyware, and NARPM, 52 percent of rental owners surveyed consider themselves intentional investors, while just 24 percent think of themselves as accidental landlords—those who own or inherited a property they couldn't sell and so had to rent out—or unintentional investors, who became landlords by accident, but now consider themselves investors. That marks a significant increase in the share of investors that are a part of property managers' client base over the last five years.

With more investment-minded owners in their client base, property managers have had to pivot their own service offerings. The prior typical landlord just needed a professional to handle maintenance, rent collection, and tenant turnover; today, more owners want a partner in their investment strategy.

Many property managers now advise their clients on property upgrades and services that will help increase value and portfolio expansion. Being experts in their local market, some investors rely on their property manager to find properties in which to invest.

Think about the services you currently offer. How could you capitalize on your team's expertise to meet the demands of more investment-minded rental owners? Could you partner with a local contractor to offer property upgrades, or build your own team in-house, for example? Then, rethink your marketing strategy to ensure your new service offerings are included.

2. Mixed-Use Properties Are Back

While mixed-use properties—those that include a blend of residential, retail/entertainment, and business properties—lost some ground during the pandemic, the trend is making a comeback as construction gets under way once more.

According to Price Waterhouse Cooper's (PwC) Emerging Trends in Real Estate 2023, of the 1,300 malls in the United States, 500 are undergoing renovation into mixed-use spaces. The properties offer plenty of attractive features for residents, including easy access to restaurants, shops, and entertainment, as well as such essentials as grocery stores and medical centers.

Mixed-use properties may be worth a look for investment-minded property managers, particularly those who have the staff and resources to add commercial spaces to their portfolios.

Even if mixed-use is not on your radar, in terms of your clientele, it's still worth knowing how those properties could affect your current portfolio. For example, properties near a mixed-use complex will benefit from the convenience of being near so many shops, restaurants, and other resources.

3. The Suburbs and Single-Family Rentals Are Still Attractive

Both PwC and Buildium's reports point to the continued popularity of single-family rentals. According to the latter, 68 percent of respondents lived in suburban or rural areas, a number that has steadily increased over the last five years. These tenants are looking for:

- A safe, quiet, family-friendly neighborhood
- The indoor and outdoor space that allows them to grow their families, whether that means welcoming children, pets, or other family members
- A child-friendly home that provides air conditioning, a washer and dryer, and a dishwasher

Property managers with single-family properties in their portfolios can attract residents by providing these amenities.

One thing property managers should keep in mind, however, is the amount of debt and lack of savings single-family renters tend to have. In our Single-Family Renter's Survey, we found that single-family renters had larger families to support, less savings and more debt. As the economy continues to slide as we move toward 2023, it's important to keep in constant communication with residents and to work with those who may be affected by the current economic climate.

4. Record Inflation Will Most Likely Continue in 2023

From food to gas to home heating fuel, everything costs more now. In fact, according to the Federal Reserve Bank of Dallas, inflation is now at a 40-year high. Despite the passing of the Inflation Reduction Act, the cost of living is still rising as we move into 2023.

According to the 2023 Property Management Industry Report, 26 percent of renter respondents paid most bills on time and in full and 11 percent reported that they're struggling to keep up with their household expenses.

During the height of the pandemic, property managers found that open lines of communication between themselves and their residents helped ease the burden of missed rent payments. Those lines will continue to play a vital role in your property-management strategy. Property managers can continue to help residents find government assistance programs, for example.

At the same time, rising costs will affect how property managers keep their businesses profitable, as well. Look at your vendor costs and overhead, for example, to see where you can renegotiate contracts or find more economic solutions.

5. Mortgage Interest Rates May Continue to Rise

In early November, the Fed raised interest rates for the fourth time in 2022 to just over 7 percent. The Nasdaq is predicting that they could reach as high as 9 percent in 2023. The dramatic increase has forced Americans who were looking to become homeowners to reconsider, and continue to rent.

Property managers should keep an eye on the Fed to see how mortgage rates net out in the coming months and

adjust their marketing and resident onboarding strategies to keep vacancy rates at a minimum.

6. Renters Are Now Coming from Multiple Age Groups

Baby boomers, who are becoming tired of the hassle of keeping up a house, now make up a significant portion of renters in the United States. At the same time, more millennials, the largest generation in the country, enter the housing market every year, usually as renters first.

For property managers, this means a shift in the types of housing and services they provide their residents. Older residents, for example, will look for accessibility and convenience to help them age at home. Elevators, ramps, safety rails in bathrooms, and other ADA-compliant equipment are sought-after features in rental properties.

Communications, marketing, and amenities will also shift. Residents—even baby boomers—will be looking for more convenience, more digital options for communication and rent payment, as well as services that cater to multiple generations within a household.

7. Renters Are Looking for Diversified Space

The shift to work-from-home and the increased number of families-as-renters will continue to have an effect on the types of spaces renters are looking for. According to PwC and our Industry Report, rental market trends show more residents want:

- Homes with an extra room or flex space: Owners are borrowing space from larger open rooms to create smaller private spaces, or adding an office in dead space off a hallway.
- Units with outdoor space: That doesn't necessarily mean a large yard. Outdoor spaces could be a simple patio or a small garden.
- A mix of public and private spaces: For example, a home may have a larger kitchen and living room with adjacent food prep spaces or book nooks.

"As 2023 draws closer, the buzz around rental-market predictions becomes louder, and the opportunities for property managers and owners to invest in, improve, and expand their properties become more apparent.

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Ever wonder what goes on at ROA Board meetings? Have any suggestions to share? Interested in joining the board? Bring your thoughts and/or ideas. Or just listen in and see what we're all about.

The ROA Board of Directors meets every month. Meetings are always open to members. Contact us for more information.



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A new study from RentCafe shows more than 100 zip codes flipped from homeowner majority to renter majority.

By National Apartment Association

www.naahq.org

With the cost of owning a home rising, some across the U.S. are looking at other alternatives, which includes renting. This phenomenon was reflected in a recent study from RentCafe, which shows 101 zip codes have flipped from homeowner majority to renter majority in the last 10 years.

The share of renter households is at its highest in the past 55 years, with 43.7 million households renting. And while housing costs are increasing, that's not necessarily the reason for not owning a home: A third of renters this decade are renting by choice.

Renters are a majority of the population in 632 of the

1,553 zip codes reviewed in the 50 largest cities (41%).

Columbus, Ohio (43240) saw the largest increase in renters from 2011 to 2020—a more than 157% jump. Chicago's 60606 increased by more than 151%; San Antonio's 78256 changed by more than 132%; and Phoenix's 85054 (90%) was the only other zip code at or above a 90% increase.

New York City's 10162; 37228 in Nashville, Tenn.; San Francisco's 94130; Dallas' 75251; and 76155 in Fort Worth, Texas, are the zip codes with the highest share of renters at 100%—all relatively small populations with Fort Worth's the largest at more than 6,300 renters.

Code of Ethics

Excerpt from the Bylaws of the Rental Owners Association of Southwestern Oregon

The objectives of this Association shall be:

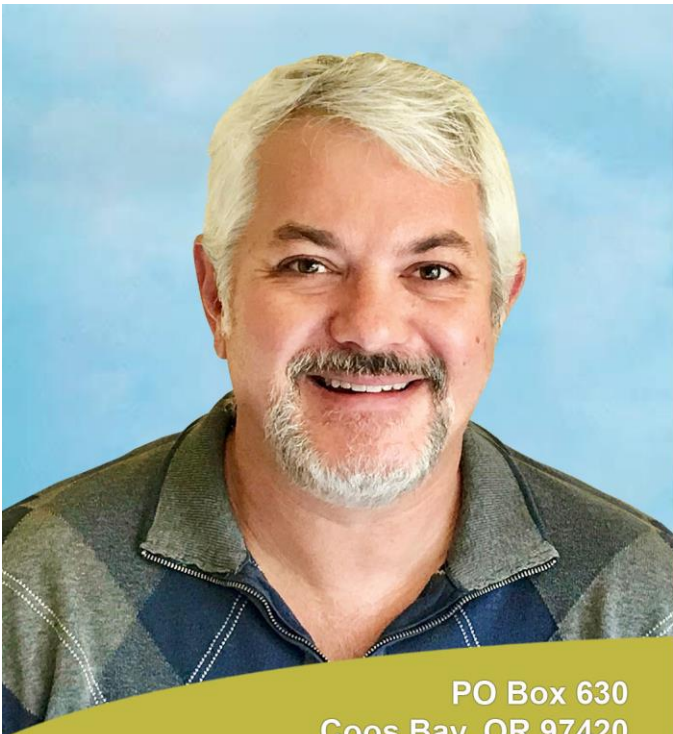
- A. To unite, for their mutual good, rental housing owners, managers and/or their agents in the Southwestern Oregon area.
- B. To strive to maintain those standards of the residential rental industry which are of a high ethical and up-to-date business level.
- C. To stimulate cooperation among rental owners to the end that the best possible service will be rendered to the owners and renters.
- D. To provide appropriate information and educational opportunities on state/federal laws, rules/regulations, policies/procedures and rental housing management.
- E. To cooperate with other organizations having similar goals.





**RENTAL OWNERS
ASSOCIATION OF
SOUTHWESTERN
OREGON**

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Patrick M. Terry Attorney at Law

**Representing Landlords on the
Southern Oregon Coast since 2002**

As a landlord of 11 rental units, Patrick understands the needs of his clients and is eager to help.

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