**LEGAL SERVICES AGREEMENT**

(Estate Plan)

This document (the "agreement") is the legal services agreement that California law

requires lawyers to have with their clients.

1. **IDENTIFICATION OF PARTIES**. This agreement is made between

\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as "Law Firm", and \_\_\_\_\_ and \_\_\_\_\_\_\_, hereafter

referred to as "Client."

2. **CONDITIONS**. This agreement will not take effect, and Law Firm will have

no obligation to provide legal services, until Client returns a signed copy of this agreement,

and pays the fee required by Paragraph 7 of this agreement.

3. **RESPONSIBILITIES OF LAW FIRM AND CLIENT**. Law Firm will

perform the legal services called for under this agreement, keep Client informed of progress

and developments, and respond within a reasonable time to Client's inquiries and

communications. Client will be truthful and cooperative with Law Firm, provide on a timely

basis all information and documents necessary to Law Firm's effective representation of

Client's interests, keep Law Firm reasonably informed of developments and of Client's

address, telephone number, and whereabouts, timely make any payments required by this

agreement and abide by this agreement. Client should keep in mind that Law Firm's ability

to adequately represent and advise Client is dependent upon Client keeping Law Firm fully

informed. It is, therefore, important that Law Firm be fully apprised of all facts and

circumstances concerning Client's assets and Client's family as well as Client's desires with

respect to the disposition of Client's property.

4. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY.**

Client is retaining Law Firm, not any particular attorney, and the attorney services to be

provided to Client will not necessarily be performed by any particular attorney.

5. **DELEGATION OF SERVICES**. Client understands that Law Firm includes

more than one attorney, and that one or more attorneys may be utilized in the proceedings

involving Client's case. Client further understands that support personnel from Law Firm may

also do work in connection with Client's case.

6. **LEGAL SERVICES TO BE PROVIDED**. The legal services to be provided

by Law Firm to Client are as follows: Preparation of the following documents: (Check

appropriate boxes)

* Revocable Living Trust
* Schedule A
* Assignment of Personal Property to Revocable
* Living Trust
* Certificate of Trust
* Community Property Ownership Agreement
* Separate Property Ownership Agreement
* Pour-Over Will for \_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_
* Standard Will for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Durable Power of Attorney for \_\_\_\_\_\_\_\_\_ and

\_\_\_\_\_\_\_\_\_

* Advance Health Care Directive for \_\_\_\_\_\_\_\_ and

\_\_\_\_\_\_\_\_\_\_

* Life Insurance Trust for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Charitable Remainder Annuity Trust
* Charitable Remainder Uni Trust
* Charitable Lead Trust
* Family Limited Partnership
* Other:

If Client wishes that Law Firm provide any legal services not covered by this

agreement, a separate written agreement between Law Firm and Client will be required. In

the event Law Firm provides services at Client's request on any matter other than that

specified in this agreement, Client agrees that the terms of this agreement shall govern our

relationship for that matter in the absence of a separately signed written fee agreement.

However, any additional services will be billed according to the Rate Schedule attached

hereto.

7. **FEES/DEPOSIT**. Client agrees to pay by the hour the billing rates as set forth

in the Rate Scheduled attached hereto.

8. **EXTRA COSTS.** Law Firm may incur various costs and expenses in

performing legal services under this agreement.

Copying Costs: Law Firm will provide Client with one extra copy of their estate planning

documents. Client will be charged according to the Rate Scheduled attached hereto for any

additional copies requested.

Preparation of Documents to Transfer Assets: The fixed fee rate does not include time spent

and costs incurred in the preparation and handling of any transfers of assets to Client's estate

plan. If Client wishes Law Firm to provide additional services relating to the transferring of

assets, such additional services will be billed according to the Rate Schedule attached hereto.

If Client does not desire Law Firm's assistance in the transfer of assets to Client's estate plan,

Law Firm will require Client to sign a release concerning the transfer of assets.

9. **STATEMENTS AND PAYMENTS**. Law Firm will send Client monthly

statements indicating attorneys' fees and costs incurred and their basis, and any current

balance owed. Any balance will be due and payable in full within 15 days after the statement

is mailed. Client agrees that Law Firm may elect to close Client's file and stop work on the

file if the account is not paid in full within 15 days after the billing date, unless special

arrangements are agreed upon by Law Firm and Client and confirmed in writing.

Law Firm shall have a lien for services rendered and costs advanced on any sums

recovered, whether by settlement or judgment, on account of the claims of Client. Law Firm's

lien shall also cover any additional charges and/or costs related to Client's account such as

Law Firm's costs of collection of a past due account owed by Client to Law Firm and any

service charge on Client's delinquent balance.

10. **DELINQUENT ACCOUNTS**. In the event that Client does not pay his or her

account in full when it becomes due, Client agrees to pay all costs of collection plus a service

charge on any delinquent balance at the rate of \_\_\_\_\_\_.

11. **ACCEPTANCE OF CHARGES**. Client agrees to notify Law Firm in writing

of any billing error or dispute within 30 days from the date of the statement which first sets

forth the erroneous or disputed charges. Client also agrees that in the event Client has not

notified Law Firm in writing of a billing error or dispute within 30 days of the date of the

statement which first sets forth the erroneous or disputed charges, that such statement shall

Legal Services Agreement Page 4 of 7

be deemed to have been accepted by Client as an accurate and appropriate billing and Client

agrees to pay for such charges in full, without adjustment of any kind.

12. **DISCHARGE OF LAW FIRM**. Client may discharge Law Firm at any time

by written notice effective when received by Law Firm. Unless specifically agreed by Law

Firm and Client, Law Firm will provide no further services and advance no further costs on

Client's behalf after receipt of the notice unless Law Firm is required by ethical or legal

reasons to continue representing Client.

13. **WITHDRAWAL OF LAW FIRM**. Law Firm may withdraw at any time as

permitted under the Rules of Professional Conduct of the State Bar of California. The

circumstances under which the Rules permit such withdrawal include, but are not limited to,

the following: (a) Client consents to withdrawal, (b) Client's conduct renders it unreasonably

difficult for Law Firm to carry out the employment effectively, or (c) Client fails to pay

attorneys' fees or costs as required by his or her agreement with Law Firm.

Notwithstanding Law Firm's withdrawal, Client will remain obligated to pay Law Firm

the agreed fee for services provided, and to reimburse Law Firm for all costs advanced, before

the withdrawal.

14. **RELEASE OF CLIENT'S PAPERS AND PROPERTY**. In the event that

Client requests that Law Firm relinquish Client's original documents in his or her file, Client

agrees to give Law Firm at least five (5) working days written notice of Client's request in

order to provide Law Firm's staff sufficient time to make a copy for Law Firm's records. In

the event expedited service is requested, Client agrees to pay for clerical staff overtime for

Law Firm to accommodate Client's request.

15. **DISCLAIMER OF GUARANTY**. Although Law Firm may express an

opinion about possible results regarding the outcome of Client's matter, Law Firm cannot

guarantee any particular result. Client acknowledges that Law Firm has made no promises

about the outcome and that any opinion offered by Law Firm in the future will not constitute

a guaranty.

16. **ERRORS & OMISSIONS COVERAGE**. Law Firm maintains errors and

omissions insurance in excess of the amount required by California law.

17. **ENTIRE AGREEMENT**. This agreement contains the entire agreement of

the parties. No other agreement, statement, or promise made on or before the effective date

of this agreement will be binding on the parties.

18. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**. If any

provision of this agreement is held in whole or in part to be unenforceable for any reason, the

remainder of that provision will be severable and remain in effect.

19. **MODIFICATION BY SUBSEQUENT AGREEMENT**. This agreement may

be modified by subsequent agreement of the parties only by an instrument in writing signed

by both of them or an oral agreement to the extent that the parties carry it out.

20. **DOCUMENT RETENTION**. It is Law Firm's policy to retain Client's file in

Law Firm's storage facility for a period of not more than seven (7) years. Thereafter, Law

Firm will ultimately destroy all files, documents, records, and writings related to each

engagement for which Law Firm has been retained without notifying Client of the destruction

of these items. Therefore, to be certain that Law Firm has not retained any material that Client

may need or desire, Law Firm will return to Client all original documents Client has made

available to Law Firm if Client so instructs Law Firm in writing within thirty (30) days after

Law Firm mails to Client a letter informing Client that Law Firm has completed the services

agreed to be provided under this agreement. After the thirty (30) day period has expired, Law

Firm will charge a $25.00 fee for obtaining Client's file from Law Firm's storage facility. Law

Firm will not obtain Client's file from its storage facility until such sum has been received by

Law Firm.

21. **FACSIMILE SIGNATURE**. Client's facsimile signature on this agreement

will constitute Client's original signature and Client's acceptance of the terms of this

Agreement.

22. **EFFECTIVE DATE OF AGREEMENT**. The effective date of this

agreement will be the date when, having been executed by Client, the agreement is received

by Law Firm.

Once effective, this agreement will, however, apply to services provided by Law Firm

on this matter before its effective date. Even if this agreement does not take effect, Client will

be obligated to pay Law Firm the reasonable value of any services Law Firm may have

performed for Client.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney

The undersigned has read the foregoing Legal Services Agreement and understands

its terms and those set forth in the attached Rate Schedule and agrees to be liable, jointly and

severally, for all obligations under this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RATE SCHEDULE ATTACHMENT TO LEGAL SERVICES AGREEMENT**

**(Estate Plan)**

A. **HOURLY RATES FOR LEGAL PERSONNEL:**

Senior Estate Planning & Tax Attorneys

\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_.00/hour

\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_.00/hour

Associate Attorneys $\_\_\_\_\_.00/hour

Paralegals $\_\_.00/hour

Clerical Staff Overtime $\_\_.00/hour

B. **COSTS, EXPENSES AND MISCELLANEOUS CHARGES:**

In-office photocopying $.20/page

Mileage $.31/mile

In-office Messenger Charges $35.00 minimum

C. **SUBJECT TO CHANGE:**

The rates on this schedule are subject to change on 30 days written notice. If you

decline to pay any increased rates, Law Firm will have the right to withdraw as Client's

attorney.

D. **SPECIAL ARRANGEMENTS, IF ANY, AGREED UPON:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E. **ATTORNEY'S ESTIMATE OF TOTAL COSTS AND OTHER CHARGES:**

$2,000.00 - $2,500.00.

**CONFLICT OF INTEREST DISCLOSURE FOR DUAL REPRESENTATION**

In the course of our preliminary discussions, we have explained to each of you that it

is possible that the two of you may not always agree with each other regarding every detail

of your estate plans. For example, each of you may have different ideas about how you want

to dispose of your property during your lifetimes or at your deaths, or you may disagree about

which of you owns particular items of your property, or whether particular assets are your

separate or community property.

Minor disagreements between you ordinarily will not affect our ability to represent

each of you fully and fairly. However, serious disagreements may create a conflict of interest

that will render it impossible for us to continue to represent both of you in a manner consistent

with our ethical and professional obligations. In the event that a disagreement does arise, we

may find it necessary to withdraw from representing one or both of you in connection with

this matter. Should that occur, we will bill you jointly for services through the date on which

we ceased representing you both.

Of course, should either of you feel for any reason that you need the advice of another

attorney regarding any aspect of the services we provide for you, each of you should feel free

to obtain his or her own attorney to provide advice and counsel on this matter, and to assure

you that our representation of one of you is not adversely influenced by our representation of

the other.

Anything that either of you communicate to us will be fully and freely disclosed to the

other, and no information will be kept confidential as between the two of you. Should the two

of you ever become involved in any lawsuit against one another, neither of you will be able

to invoke the lawyer-client privilege as to any communication made by or to us in the course

of our joint representation of you, and either of you may compel us to testify in court as to any

communication made in the course of that representation.

We have no reason to expect that any of these problems will actually arise in your case.

Nevertheless, the ethical rules governing the conduct of lawyers require that we explain to you

the problems that could arise if we represent each of you at the same time, and that we obtain

your consent to this joint representation.

We have explained these possible problems and the potential advantages of separate

counsel to you. We also have explained to you the value and importance of achieving a

coordinated estate plan, and the difficulties that can arise in this area when separate counsel

are involved. Having been provided with all of this information, you have requested that we

represent you in this matter.

To signify that you understand the matters discussed in this disclosure, please sign and

date the enclosed copy of this disclosure and return it to us in the enclosed envelope. If you

have any additional questions about the matters covered herein, please feel free to discuss

them with us. Thank you for your cooperation, and we look forward to representing you.

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_, Attorney

We have read the Conflict of Interest Disclosure for Dual Representation, understand

the matters discussed in the disclosure, and agree to have \_\_\_\_\_\_\_\_\_\_ represent each of us

with respect to the matters described in this notification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_