

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

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:

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: _____