

Law Offices of
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ESTATE PLANNING • INHERITANCE PROTECTION

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Estate Planning Engagement Letter

I appreciate your decision to retain me for legal counsel. I look forward to helping you accomplish your estate planning objectives. Pursuant to the Arizona State Bar's Rules for Professional Conduct, and because I think it is in your best interest, it is my regular practice to give this letter to each new client.

1. Nature of Representation

The legal services that I will provide are limited strictly to estate planning matters. Please note that I do not specialize in elder law or ALTCS (Medicaid) planning. I accept this project assuming that you have not been diagnosed with a mental health condition that prevents you from managing your own financial affairs.

2. My Duty to Preserve Your Confidential Information

I will always seek to maintain the privacy of your personal information. However, unless you instruct me otherwise, I may share your personal information with other individuals (such as your accountant, trust officer, financial advisor, another lawyer, successor trustee, private fiduciary, or the person you named as agent under a power of attorney) when I believe that it is in your best interest. If you have special concerns about the privacy of your personal information, it is your responsibility to call my attention to those concerns.

3. Fixed Price Agreement

You supplied a partial payment as evidence of your commitment to complete the agreed-upon project. The partial payment will serve as evidence of your approval of this letter, unless you clearly indicate otherwise upon receipt. Please note that your partial payment is not a retainer in the traditional sense, but rather earned-on-receipt. It will not be deposited into my client trust account. You may nevertheless discharge me as your lawyer at any time and in that event may be entitled to a refund of all or part of your payments based upon the value of legal services completed prior to that date.

4. Duration

After the services you have retained me for are complete, then my obligations under our agreement will cease. I intend to contact you from time to time as a courtesy, however I cannot monitor whether your estate plan is adequate as your inevitable life changes occur.

Although it is not necessary that we meet every year, I encourage you to schedule an office or phone conference with me approximately every five years. This will permit me to review the adequacy of your estate plan and inform you about any important law changes. If you decide to make changes to your estate plan, a new fixed price will be agreed upon for the project, although the terms of this Engagement Letter will apply to the extent they are not replaced by any new agreement.

5. Disputes

Both of us agree to make all reasonable efforts to settle any controversy or claim arising out of or relating to this agreement outside of the public court system prior to initiating any formal complaint in a court of law. If a dispute arises between you and me regarding my fees, we agree to resolve the dispute through the State Bar's Fee Arbitration Program. You may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at (602) 340-7379.

6. File Maintenance

After the agreed-upon project is complete, I will return the signed documents to you and retain electronic copies of the documents. In addition, I may retain some of your personal information in a secured data base. I retain these things as a courtesy because I anticipate you will contact me in the future. However, I cannot accept any *legal* responsibility to retain copies of your documents or personal information. You are solely responsible for maintaining possession of your documents. Further, my usual practice is to delete all information I have about you if we have no contact with each other for seven consecutive years or five years if I learn you have re-established your place of residence outside the State of Arizona.

In the event of my death or extended incapacity, I will designate another attorney to take possession of my client data base. This attorney may contact you in order to determine whether you want any remaining contents of your file transferred, returned, or destroyed.

7. Joint Representation (if applicable)

If you are married (or in a life partner relationship), and you retain me to prepare documents for both of you simultaneously, then I will represent both of you jointly in your estate planning. This means that I have a duty to share information with both of you, even when your interests may differ or conflict. Information that either of you gives me relating to your planning cannot be kept from the other. Although it is unlikely, if a conflict does arise between you of such a nature that it is impossible, in my judgment, for me to perform my obligations to each of you, I will withdraw from all further representation of both of you in this matter at that time and advise each of you to obtain independent counsel.

Because I represent you jointly, my effort will be to assist in developing a coordinated overall plan and to encourage the resolution of differing interests in an equitable manner. Rather than being an advocate for either of you, I will act more as a mediator working toward the creation of a plan which reflects both of your preferences and goals.