

Law Offices of
Thomas J Bouman PLLC

ESTATE PLANNING • INHERITANCE PROTECTION

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Estate Administration Engagement Letter

I appreciate your decision to retain me for legal counsel. I look forward to helping you through the process of administering an estate and/or trust. 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 provide this Engagement Letter to each client.

1. Nature of Representation

The legal services that I may provide are limited to consulting and legal advice regarding your administration of an estate and/or trust. More specifically, these are the types of services that I can assist you with:

- Evaluate whether a probate is needed.
- Determine whether a professional fiduciary would be helpful.
- Interpret the lawyer language so you can understand what needs to be done.
- Draft an assortment of legal documents at the direction of the personal representative, trustee, or fiduciary. For example, to establish sub-trusts and testamentary trusts when called for by a will or living trust; and to draft affidavits to remove a deceased person's name from a property deed.

Please note that I do not specialize in estate litigation, nor will I represent you in a personal sense for any reason. If you are concerned about protecting your interests during a probate or trust administration, you should reach out to a law firm with lawyers who focus on estate litigation. I can give you a referral upon request.

2. Fee Structure

The initial consultation fee is \$400 regardless of the duration of the meeting.

Going forward, I will bill you at an hourly rate of \$400 for additional time and services. The billable matters may include office meetings, phone calls, video conferences, written correspondence, drafting, and research. A billing statement will be provided to you from time to time, or at any time upon request. The maximum fee will be \$4,000. Any hourly billing above this amount must be pre-approved by you, although not necessarily in writing. In addition, you are responsible for payment of any recording or filing fees necessary to complete the agreed-upon matter.

3. Duration

The duration of our attorney-client relationship will continue beyond the initial meeting only if you retain for me additional services that are agreed upon by both of us. Even then, the duration will not continue after the services you have retained me for are complete.

4. Disputes

Both of us agree to make all reasonable efforts to settle any controversy or claim arising out of or relating to this attorney-client relationship 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.

5. My Duty to Preserve Your Confidential Information

I will always seek to maintain the privacy of confidential information related to this matter. However, unless you instruct me otherwise, I may share information with other professionals (such as an accountant, trust officer, financial advisor, another lawyer, or private fiduciary) when I believe that it is in the best interests of the estate and/or trust. If you have special concerns about the privacy of information, it is your responsibility to call my attention to those concerns.

6. In the Event of Joint Representation

If you are to be named as co-personal representative or co-trustee together with another person, then I will represent both of you jointly for the duration of my representation. 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 this matter cannot be kept from the other.

Because I represent you jointly, my effort will be to always work toward completion of the matter, 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 a mutually agreeable resolution of the matter.

Please confirm your receipt of this Engagement Letter by signing below:

Signature

Date: _____