**LEGAL SERVICES AGREEMENT**

This is an agreement for the provision of legal services between:

**Jason Morris operating as Round Table Law (Round Table Law)**

and

**{{ client }} (You, or the Client{% if client.number() == 2%}s{% endif %})**

Effective Date: {{ today () }}

**Agreed Work**

* Consultation re estate planning documents (wills, powers of attorney, personal directives)
* Drafting of estate planning documents
* Review with Clients and Revision of estate planning documents
* Drafting of detailed instructions on how to execute estate planning documents
* Electronic Delivery of estate planning documents and detailed instructions

**Agreed Fees**

{%p if client.number() == 2 %}

$700+GST, due on electronic delivery of the estate planning documents, or half that amount ($350+GST) if one of you is a health care worker or first responder.

{%p endif %}

{%p if client.number() == 1 %}

$500+GST, due on electronic delivery of the estate planning documents, or half that amount ($250+GST) if one of you is a health care worker or first responder.

{%p endif %}

**Modifications Due to Covid-19 Pandemic**

**Remote Communication Required**

Please note that given the current pandemic, Round Table Law anticipates that the agreed work will be provided entirely remotely by video conference or other telecommunications. In order to communicate effectively with Round Table Law, you will need access to a device capable of running a Zoom or Google Meet video conference. By agreeing to this Legal Services Agreement you confirm that you have access to that technology and that you will provide it at your own expense.

**No Affidavits Prepared**

Also note that while it is typical to provide affidavits of execution from the witnesses of such documents, there are currently no means to commission oaths remotely in Alberta. While it is typical to provide such documents, it is not required for the documents to be effective. Affidavits of execution of the witnesses are not required until there is some requirement for proof of the witnessing, and proof can be obtained at that time.

As such, you will not be provided with affidavits of execution of the witnesses of these documents.

If you wish to receive affidavits of execution to have them commissioned by a different commissioner of oaths, please let us know. There is no additional charge for providing the affidavits.

**Payment or Authorization In Advance**

You agree that Round Table Law will only perform work under this agreement while you have pre-authorized Round Table Law to charge a valid Credit Card for invoices when they are due and in the amounts described.

You hereby authorize Round Table Law to charge the following credit card the amounts above at the times above:

Name on Credit Card: {{ credit\_card\_name }}

Credit Card Number: {{ credit\_card\_number }}

Credit Card Expiry Date: {{ credit\_card\_expiry }}

Credit Card Security Code: {{ credit\_card\_security\_code }}

Postal Code of Billing Address for Credit Card: {{credit\_card\_postal\_code }}

**Invoiced No More Often Than Monthly**

You will be invoiced periodically at Round Table Law’s discretion, but no more frequently than monthly, and those invoices charged against your pre-authorized credit card.

**Assumptions**

The above is based on the following understanding of your situation.

* You are resident in the Province of Alberta
* You are competent to make a Will, Enduring Power of Attorney, and Personal Directive
* You do not have significant holdings outside of the jurisdiction of Alberta
* You are not seeking advice on the tax implications of various estate planning measures

The client agrees to inform Round Table Law immediately upon becoming aware that any of these Assumptions are not correct. Where these Assumptions are not correct, the parties agree that this agreement can be ended early, or renegotiated at the request of either party.

(The rest of this page is intentionally left blank to ensure that the signatures are all on the same page.)

We agree to enter into an agreement for the provision of legal services according to the understandings expressed above and the attached standard terms, which we have also read and understand.

{% if defined(‘client[0].signature’) %}{{ client[0].signature }}{% endif %} {% if defined(‘client[0].signing\_date’) %}{{ client[0].signing\_date }}{% endif %}

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

{{ client[0] }} Date

{%p if client.number() == 2 %}

{% if defined(‘client[1].signature’) %}{{ client[1].signature }}{% endif %} {% if defined(‘client[1].signing\_date’) %}{{ client[1].signing\_date }}{% endif %}

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

{{ client[1] }} Date

{%p endif %}

{% if defined(‘approved’) %}{{ jason\_signature }}{% endif %} {% if defined(‘attorney\_signing\_date’) %}{{ attorney\_signing\_date }}{% endif %}

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

Jason Morris Date

**Appendix to Legal Services Agreement – Standard Terms**

Last Modified: March 31, 2020

This document includes the standard terms of an agreement between you, the client or clients, and Jason Morris, operating as Round Table Law. It is long, but it needs to be. Please read it carefully, because by signing a Legal Services Agreement with Round Table Law you are agreeing to the following expectations.

**What Work Has Been Agreed To?**

These standard terms are attached to a Legal Services Agreement which sets out the specific work that has been agreed to. Except as otherwise indicated, Round Table Law will perform no other work. Where additional work seems to be necessary, Round Table Law will contact you to negotiate a change to the Legal Services Agreement to incorporate that work.

The work described in the Legal Services Agreement may include some conditional work that will only be required if certain conditions arise. If there is conditional work, it will be clearly indicated. That work will not be required, and you will not be obliged to pay for it, until those conditions are met.

**What Will Not Be Done?**

**Round Table Law does not provide advice on tax planning**. If you are seeking advice on how to minimize the tax costs associated with your death, you should obtain that advice from a financial advisor or other qualified legal advisor. You agree that Round Table Law is not liable to you for any tax implication of your estate planning documentation.

**What about Emergencies?**

If at any point Round Table Law discovers that there is some work that has not been agreed to, but which must be done to protect your interests, and it is not feasible to amend this agreement with you before undertaking that work, Round Table Law will take the minimum steps required to protect your interests, and will inform you of having done so. If we subsequently agree to amend this agreement to include those steps, those steps can be included in the new work agreed to. If we do not agree to amend the Legal Services Agreement to include that emergency work, you will be invoiced for that work at a rate of $300/hr.

**Who Will Do The Work?**

Jason Morris will be the lawyer responsible for the work agreed to, and will be the primary person doing that work. However, Jason may pass some aspects of that work on to other lawyers, students-at-law, paralegals, or legal assistants. Jason will be responsible for determining who does what work, and for supervising and ensuring that the work is done properly.

**When Do You Pay The Legal Fees?**

You agree to authorize Round Table Law to charge amounts above to your credit card. The Legal Services Agreement does not come into effect until pre-authorization has been received. Round Table Law will process payment at the time of invoicing, and you will be sent an accounting of those payments.

**How Can I Pay the Fees?**

Round Table Law accepts payment by credit card, and interac email transfer to jason@roundtablelaw.ca. Payments that require the transfer of paper (cash, cheque, money order, bank draft, etc.) can be arranged with Round Table Law’s consent.

**What Else Will I Have To Pay?**

You agree to reimburse Round Table Law for certain expenses incurred in the course of providing you with the agreed-to legal services. Round Table Law does not charge you for paper, photocopying or printing. However, any expenses incurred by Round Table Law which either:

a) Would have been incurred by you if you were doing the legal work yourself (for example, the cost of filing something at the courthouse),

b) Are directly related to work done under this agreement and no other work and

a. are reasonably necessary (for example, land titles registry searches, personal property registry searches, etc.),

b. reduce the total fees payable by the client (for example, pay-per-use software which increases the efficiency of the services provided), or

c. you have specifically opted to incur the expense

will be listed as “disbursements” on your invoice, and you will be responsible for those amounts and any applicable taxes.

The disbursements that are anticipated will be listed in your Legal Services Agreement.

**What Happens If The Fees and Disbursements Aren’t Paid?**

Invoiced amounts are due 30 days after the invoice is sent. If payment is not received or adequate arrangements are not made for payment by that time, you will be charged interest of 1.5% every 30 days on overdue amounts.

Round Table Law will perform no additional work while there is an overdue invoice on your file.

**When Does This Agreement End?**

This agreement ends upon your receiving the final invoice for the agreed work, unless it is ended early by you or Round Table Law. The obligation to pay outstanding invoices continues after the end of this agreement.

**How Can You End This Agreement Early?**

You can bring this agreement to an end at any time by providing Round Table Law with written notice that you wish to do so, for any reason. Please note that if Round Table Law has performed work for which it has not been paid, you will remain liable for those costs.

**How Can Round Table Law End This Agreement Early?**

Round Table Law can end this agreement before the work is complete whenever it has a good reason, which might include:

* In our opinion there has been a breakdown in the relationship between us as lawyer and client,
* It has not been possible to obtain instructions from you in a reasonable amount of time,
* A conflict arises or is discovered between different Round Table Law clients,
* You have failed to cooperate with us in any reasonable request,
* You do not meet the other expectations placed on you in this Legal Services Agreement,
* It has become or will soon become logistically impossible for Round Table Law to continue to act for you,
* You ask Round Table Law to do something which in Round Table Law’s sole reasonable opinion is unethical or illegal,
* You fail to arrange for payment of invoices in accordance with this agreement,
* The work you require is outside of the work that Round Table Law, in its own opinion, can competently provide.

**What Happens if This Agreement Is Ended Before the Work is Complete?**

If either of us end this agreement before the work is complete, Round Table Law will promptly take the steps required to legally end its representation of you. Until those steps are complete, Round Table Law will take only those basic steps necessary to protect your interests.

You agree to pay Round Table Law an early termination fee of $500 plus disbursements and applicable taxes on the early termination of this agreement. This fee and associated disbursements is intended to represent the cost of taking those steps required to terminate Round Table Law’s representation of you. You will not be otherwise billed for those expenses. This fee and associated disbursements will be waived where termination is due to a conflict of interest. Where basic steps are taken to protect your interests after seeking to end this agreement, we can agree to a fee for those steps. If we do not agree, you agree to pay for those steps as though they were emergency work.

**What is the Nature of our Lawyer-Client Confidentiality?**

Round Table Law is not in a lawyer-client relationship with you until this agreement takes effect, and until that point may not have a duty of confidentiality toward you. Once this agreement comes into effect, as your lawyer, Round Table Law will keep absolutely confidential all information that it obtains through its representation of you, with the following exceptions:

* Round Table Law will make those disclosures required by law, such as information about future criminal acts, and will make the disclosures required by the Law Society of Alberta,
* If this agreement is between Round Table Law and more than one client, Round Table Law cannot keep any information it receives from one of the clients confidential from the other clients,
* You agree that Round Table Law can share information as is necessary to perform the legal services agreed to, or to respond to inquiries from involved persons as to whether or not we have agreed with you to provide certain services,
* If you choose to provide Round Table Law with a customer testimonial, we will share your name and testimonial publicly.

**Round Table Law Stores Your Data on US Servers**

Round Table Law stores confidential client data on, and communicates over servers owned by third parties and located in the United States of America, and possibly other places. We do this to reduce our costs, increase efficiency, and to provide convenient access to your lawyer and your electronic files.

The third party owners of some of these servers have been reported as participants in a program of the US government’s National Security Agency for the collection of information about non-US citizens. This means that **your confidential information will be available to law enforcement agencies of the US federal government, and may be accessed, stored indefinitely, and used by those agencies without notice to you**. This includes documents, emails, video conferences, and anything else that can conceivably be stored on or transmitted through these third party servers.

By entering into this Legal Services Agreement you consent to your information being stored on third party servers in the United States of America.

**Risks of Communication**

You confirm that you are aware of and accept the risks to your confidentiality associated with communication by email, phone, fax, text, internet chat, or such other telecommunications method as you may use to communicate with Round Table Law and that your use of any communication method constitutes your acceptance of those risks.

**Written Communications Will Be By Email Unless Otherwise Agreed**

You agree that unless you specifically request otherwise and Round Table Law agrees, Round Table Law can communicate with you by email, and that **email communication will satisfy any requirement for written communication** in this agreement, under the rules of the Law Society of Alberta, or under law where permitted.

**Give Us Time To Get Back To You**

You understand that while Round Table Law may be your only lawyer, you are not Round Table Law’s only client. We make every effort to respond quickly to urgent messages with regard to work on which we have been retained. However,

a) non-urgent messages,

b) messages on matters on which we have not been retained,

c) messages that do not require a reply in order to provide the agreed work,

d) messages that request a status update,

e) other messages where replying will not contribute to the value received by the client

may not be replied to promptly, or at all.

**No Original Documents Will Be Retained**

Please note that generally, **Round Table Law does not retain original documents**. When providing documentation to Round Table Law, please provide copies unless requested otherwise. Your documents will be scanned, and the paper versions destroyed where appropriate. Where it is not appropriate to destroy the paper documents, you agree to have Round Table Law forward those documents to you by registered mail at Round Table Law’s convenience and at your expense.

**General Provisions**

The agreement of which these standard terms are a part is the whole agreement between us with regard to the included work. This agreement must be signed by all the parties to it, but they can sign different copies, and transmit those copies electronically in order to display all the signatures on one document. This agreement can be amended in writing by all the parties in the same way. Any copy of the agreement showing all the required signatures is to be taken as an authoritative copy. Electronic signatures are acceptable in the place of a written signature. This agreement takes effect on the effective date indicated, regardless of when the agreement is signed. It binds all the parties, and anyone who replaces the parties for legal purposes. If any part of it is legally unenforceable, the remainder of it remains binding. It is governed by the laws of the Province of Alberta. If any part of these standard terms is contradicted by the Legal Services Agreement, the Agreement is binding to the extent of the conflict.