

Re: Attorney Fee Agreement

Dear Client:

Thank you for selecting The Rutkowski Law Firm to help with your estate planning needs.

When legal services are needed, most people have questions about the cost of those services. I have developed this letter in anticipation of those questions, and explain my billing procedures and the terms of our engagement. This letter provides you with the information that you are entitled to, helps you understand what to expect, and clarifies the responsibilities of both you and my firm.

NATURE OF THE WORK NEEDED

*see attached "Estate Planning Professional Fees" for individual pricing

- | | |
|--|--|
| <input type="checkbox"/> Simple /Pour-over Will | <input type="checkbox"/> Trust Funding |
| <input type="checkbox"/> Will/ Testamentary Trust | <input type="checkbox"/> Trust and/or Estate Dispute |
| <input type="checkbox"/> Revocable Trust - Individual /Joint | <input type="checkbox"/> Guardian Only |
| <input type="checkbox"/> Living Will | <input type="checkbox"/> Pre-Marital Agreement |
| <input type="checkbox"/> Durable General Power of Attorney | <input type="checkbox"/> Health Care Power of Attorney |
| <input type="checkbox"/> Dynasty Trust | <input type="checkbox"/> Special Needs Trust |
| <input type="checkbox"/> Probate and/or Trust Settlement | <input type="checkbox"/> NFA Firearms Trust |
| <input type="checkbox"/> Certificate of Trust | <input type="checkbox"/> Transfer Deed |
| <input type="checkbox"/> VA / Life Insurance Trust - Irrevocable | <input type="checkbox"/> Other _____ |

DUAL REPRESENTATION

While it is customary for a husband and wife to employ the same law firm to assist them in planning their estate, ethical rules governing all lawyers, nevertheless, limit my ability to represent multiple clients. For example, if a conflict arises between you during the course of your planning, I can point out the pros and cons of your respective positions or differing opinions. However, it is important you understand that because I will be representing both of you, I am prohibited from advocating one of your positions over the other.



Furthermore, I will not give legal advice to either of you or make any changes in any of your estate planning documents without your mutual knowledge and consent. Of course, anything either of you discuss with me is privileged from disclosure to third parties.

OUR FEES

For estate planning matters, preparation of documents such as wills, trusts, powers of attorney, etc. will be billed on a flat-fee per document cost basis. I will bill you for extra services on an hourly basis, an example of this would be travel time to off-site meetings. Any extra services that require an hourly billing will be communicated in advance to the client.

I will be the primary attorney responsible for your matter and my current hourly billing rate is **\$275.00**. Paralegals are billed at a rate of **\$135.00** an hour if extra services are required of them. A **30%** retainer of the estimated work will be required upon the signing of this agreement.

Estimated Amount \$ _____ Retainer Amount \$ _____

Balance Due at Signing \$ _____

TIMELINE

Week 1

- Initial consultation
- Meeting follow up
- Retainer agreement with initial fee due

Week 2

- Decisions Meeting _____ @ _____ am/pm
- Begin drafting documents
- Correspond with Attorney regarding questions
- Contact from Paralegal regarding information needed and/or follow up questions

Week 3

- Final changes to documents
- Signing Conference _____ @ _____ am/pm

THE LIMITS OF MY PROFESSIONAL RELATIONSHIP

The agreement may be terminated in either of the following ways: (a) you may terminate this agreement at any time by giving me a written notice, (b) I may terminate this agreement at any time provided that I give you at least 15 days written notice; except that I may immediately terminate our legal services if you fail to pay your fees and costs in a timely manner.

In either case I retain the right to collect all fees and costs still owing at the time of termination. After above matter is completed, our engagement for that purpose will be concluded and our attorney-client relationship on that matter will terminate. There is no implied representation that I can or will provide any further services beyond the engagement period and scope of service without first negotiating a new contract in writing. However, this agreement will control all future work except to the extent that we have otherwise agreed in writing.

NO DUTIES TO OTHERS

I will assume no duty whatsoever to any other person or enterprise, nor any other member of your family not identified as the client above. Our engagement to do estate planning for you is not for the benefit of third parties and is not a third party beneficiary contract, in favor of your descendants, beneficiaries, or anyone else.

RETENTION OF DOCUMENTS

You agree that I may destroy our file, in such manner as to preserve your confidentiality, without any further notice to you, after 5 years from the termination of our services.

ENTIRE AGREEMENT

This fee agreement contains the entire agreement between us with regard to your retention of my firm as legal counsel, and it supersedes all prior negotiations agreements and understandings. This fee agreement may only be amended by a written document duly executed by both parties.

ACCEPTANCE

If these terms are acceptable to you, please date and sign this letter and return it to me. If you have any questions concerning this letter or if anything is unclear, please contact me so that the matter can be resolved to our mutual satisfaction.

The terms of this letter are acceptable.

Date: _____

Client

Date: _____

Michael L. Rutkowski, Esq.
The Rutkowski Law Firm