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ENGAGEMENT LETTER  
Estate Planning

1. IDENTIFICATION OF PARTIES. This Agreement is made this [EngagementDate], between [LawFirm] (hereinafter referred to as "Attorney") and [ClientFullName|upper] and [SpouseFullName|upper] (hereinafter collectively referred to as "Client"). Attorney will provide legal services to Client as outlined in this Agreement.
2. LEGAL SERVICES TO BE PROVIDED.
   1. Planning and Documentation. The legal services to be provided by Attorney to Client include an initial interview to determine Client’s goals and objectives, a review of Client’s assets and liabilities, development of a strategy to achieve Client’s goals and objectives (hereinafter referred to as “the Plan”), preparation of documents, as appropriate, and attending to the execution of documents as required.
   2. Implementation. Attorney will assist Client in the retitling of assets and changing beneficiary designations in order to implement the Plan. Client is responsible to furnish Attorney with accurate information. Client understands that certain information including, but not being limited to, insurance information will be mailed directly from the insurance company to Client. It is Client’s responsibility to follow any instructions received from insurance companies or other third parties or to bring such letters and documents to Attorney for assistance. Attorney is not responsible for failing to retitle any asset.

Client understands that the legal fee described in this Engagement Letter includes preparation by Attorney of 1 to 5 asset retitling and change of beneficiary letters/forms. Should completion of additional letters/forms be required, Client will be charged additional fees as follows:

6 to 15 letters/forms: $500  
16 to 25 letters/forms: $1,000

Client may choose to personally prepare such letters and forms, and if so, Client accepts responsibility for ensuring that asset retitling and change of beneficiary designations are properly completed.

* 1. Attorney as Witness. If Attorney is called upon to be a witness in any judicial or non-judicial proceeding relating to the work that is the subject of this engagement letter, Attorney shall be entitled to compensation for Attorney's time in preparing to serve as witness and in actually serving as witness in accordance with Attorney's standard schedule of charges in effect at that time and shall be entitled to reimbursement for all reasonable expenses incurred in connection with preparing to testify and actually testifying as a witness.

1. SERVICES SPECIFICALLY EXCLUDED. Attorney will not offer advice regarding investments or financial planning. Services contracted under this Agreement do not include litigation.
2. RESPONSIBILITIES OF ATTORNEY. Attorney will perform the legal services called for under this Agreement and will attempt to respond to Client's inquiries and communications within 24 hours on normal business days, Monday through Friday.
3. RESPONSIBILITIES OF CLIENT. Client will be truthful and cooperative with Attorney and will furnish Attorney with accurate information requested by Attorney in order to design the Plan. Client will make any payments required by this Agreement in a timely manner.
4. LEGAL FEES. Client will pay Attorney the sum of $[Fee] for performance by Attorney of the services outlined in this Agreement.
   1. Delivery of Documents.  Upon the delivery of the documents by Attorney to Client, Client shall pay the balance due together with any costs or expenses as outlined in Paragraph 7.
   2. Fees Earned.  Fifty percent (50%) of the fee is considered a true retainer.  The entire fee is considered earned upon delivery of the documents to Client.
5. COSTS AND EXPENSES. In addition to legal fees, Client will also be billed for any expenditures made on Client's behalf. Such costs might include recording documents with the recording office and filing fees.

If Client cannot provide Attorney with a copy of Client’s deed, Client will be billed $[DeedFee] for each deed that Attorney must obtain from the county clerk’s office.

1. CONFIDENTIALITY. All communications between Client and Attorney are confidential and will not be disclosed to anyone without Client's expressed written consent.

By executing this Engagement Letter, Client indicates that Client has read the foregoing terms and conditions. Furthermore, Client is indicating Client’s consent to having Attorney represent both husband and wife on the terms and conditions set forth.

Any communications and information will be fully disclosed by Attorney to both husband and wife. Client is further informed that the Rules of Professional Conduct of the Supreme Court of [ClientState] require the potential clients' informed written consent before a lawyer may concurrently represent two or more clients interested in the same subject matter. Attorney has explained to Client the possibility of conflict that is raised by such multiple representation. Specifically, potential conflicts in this case include, but are not limited to, the following: (a) how property should be held (e.g., in one name, in both names, a joint tenancy property); and (b) how property should be disposed of and what persons should serve in fiduciary capacities (e.g., trustee, guardian). Each Client may have different interests, goals, or perspectives regarding these or other matters. Each Client hereby expressly consents to joint representative despite the possibility of conflict.

1. FIDUCIARY CONFLICT WAIVER. Client hereby authorizes Attorney to represent any fiduciary of Client (such as an attorney-in-fact under a Durable Power of Attorney) and to release any and all information and documentation to such fiduciary without limitation in regard to such representation. It is understood that providing advice to Client's fiduciary may cause a conflict of interest to arise. Client has carefully considered the possibility of a conflict between Client and Client's fiduciary. By signing this Agreement, Client acknowledges that such conflict may arise and waives such conflict of interest as it applies to Attorney.
2. TERMINATION BY CLIENT. Client may terminate Attorney's representation at any time for any reason but agrees to pay fees earned and expenses incurred by Attorney prior to the date of the written notice of termination. The fees earned by Attorney shall be billed at Attorney's standard hourly rate and shall include the time spent on the initial consultation.
3. TERMINATION BY ATTORNEY. Attorney may stop representing Client if Client fails to fulfill this Agreement or if permitted or required by the [ClientState] Rules of Civil Procedure or Court Order. Attorney must notify Client of Attorney’s intention to withdraw from representing Client in writing. Client agrees to pay Attorney for all fees earned and expenses incurred prior to the date of withdrawal. The fees earned by Attorney shall be billed at Attorney's standard hourly rate and shall include the time spent on the initial consultation.
4. WORK PRODUCT. During the course of this Agreement, Client may provide Attorney with documents or other items which will be maintained in Attorney's file. All of Attorney's work product will be owned by Attorney. However, Client will retain title to Client's original documents.
5. DISCLAIMER OR GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee regarding the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.
6. 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. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. 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.
7. COMMENCEMENT OF REPRESENTATION. Attorney will commence representation of Client immediately. From time to time, various attorneys or staff members of the firm of [LawFirm] shall be rendering the legal services required under this Engagement Letter.

The parties have read, understood and agreed to these terms as of the date first above written.

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[ClientFullName|upper]

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[SpouseFullName|upper]