

[date]

[Client Names]

[Street Address]

[City, State, Zip]

Re: Engagement Letter

Dear [Name] and [Name]:

First and foremost, thank you for selecting Deen Law, Inc. ("**Firm**"). I know that there are many choices when it comes to attorneys and law firms, but you've come to the right place. I sincerely look forward to working together and will do my part to ensure that you'll want to continue to work together for years to come.

I am required by law to have all new clients sign an engagement agreement. I happen to also agree that a written agreement is smart so that we can avoid misunderstandings and agree on the important details early in our relationship, especially when it comes to understanding what is included in the flat fee and what is not. What follows is a summary of some of those details (and then there is some routine, boilerplate-type language attached to the end of the letter that generally applies to most attorney-client engagements). Despite my eagerness to get going on your estate plan, this engagement is not effective until you return a signed copy of this letter and pay the flat fee described below.

1. Flat Fee. You agree to pay a flat fee of [\$____.00] for the services described in Section 3 below upon execution of this engagement agreement. The flat fee will be earned when paid and will not be deposited into my client trust account. You will be entitled to an immediate refund if, for some reason, I fail to provide the services described below in Section 3.
2. Timing. **I guarantee to complete your estate plan within [60 days] of the date of this agreement.** However, this promise and the flat fee are based on your active participation in the process. If you fail to respond to requests for information, to complete the estate planning questionnaire, to review draft documents or to set a signing appointment, I reserve the right to convert the engagement to hourly and treat the fee paid as a deposit against hourly fees and costs. If you communicate with me regarding the reason for the delay, I am unlikely to convert the engagement to hourly. I simply ask that I be treated the same way you would like to be treated. We're in this together.
3. Included in the Flat Fee Services. The following estate planning documents are included in the flat fee basis:

- One (1) Simple Joint Married Revocable Living Trust;
- Two (2) Pour-Over Wills (one for each of you);
- Two (2) General Durable Powers of Attorney for financial matters (one for each of you);
- Two (2) Advance Health Care Directives for healthcare matters (one for each of you);
- Two (2) HIPAA Authorizations (one for each of you);
- One (1) Certificate of Trust;
- One (1) Affidavit of Trust;
- One (1) Quitclaim Deed transferring your personal residence to the trust;
- Two (2) General Assignments of Personal Property (one for each of you);
- Two (2) Personal Property Distribution Forms (one for each of you); and
- One (1) Set of Funding Instructions for your future reference.

In addition to all of the above-described estate planning documents, all meetings, telephone calls and emails concerning the preparation, review and execution of the above documents are included in the flat fee.

4. Not Included in the Flat Fee Services. If you ask me to assist you with funding the trust (other than as described above), I will provide those services on an hourly basis at a heavily discounted rate of **\$160 per hour** (1/2 of my standard hourly rate). Examples of these services are (a) assisting you with funding bank accounts, investment accounts or completing beneficiary designations; (b) transferring vacation homes or other investment real estate to the trust; and (c) transferring business interests to the trust.

I also must inform you that this agreement does not cover specialized tax (other than income, estate, gift or generation skipping transfer tax issues related to your estate plan), securities law, family law, or litigation advice. If you need that type of assistance, I will be happy to connect with another attorney who focuses on those areas.

5. Costs. You agree to pay all costs and third party fees associated with Firm's representation of you whether or not Firm advances those costs (e.g., notary fees and San Diego County Recorder's recording fees). I will always provide accurate estimates of those costs and fees, and obtain your consent before they are incurred. I will not nickel and dime you by charging you for things like credit card processing fees, copies, long distance telephone calls, and stamps. I consider nominal expenses like that to be a cost to doing business. I will request reimbursement for costs (without any markup) for such things like notary fees, FedEx/UPS charges, USPS charges for certified mailings, filing fees, recording fees and other professional fees (outside lawyers, accountants, appraisers).
6. Billing Practices. If there are any hourly fees payable, Firm will generally send invoices monthly via email. Sometimes, Firm may send invoices more frequently or less frequently depending on how much hourly work is being done. In the typical estate planning engagement, this is rare. Unless you prefer that Firm send invoices some other way, Firm will send all invoices electronically via email. Invoices can be paid a number of ways, including, by check (preferred), credit card, PayPal or cash. There is a payment portal on the Firm's website and a link on all electronically delivered invoices. All fees and cost reimbursement requests shall be due within ten (10) days of the invoice date. If you fail to pay fees within thirty (30) days of the invoice date, I reserve the right to charge interest at a rate of one percent (1%) per month, but I probably won't unless you make it a habit. I would much rather hear from you and work out a reasonable plan, than charge you interest, so please communicate with me if you having any cash flow issues.

7. Other Important Stuff. Attached to this letter, you will find certain terms and conditions that the State Bar of California and Firm's malpractice insurance carrier like to see made part of attorney-client engagement agreements. That stuff is important too and applies to our relationship. Please review.

I am very excited to be working with you on your estate plan and look forward to building a long-term attorney-client relationship. If any time you have any questions or concerns, please do not hesitate to contact me. If this all sounds good to you, please sign below and return a copy along with the requested deposit as soon as possible.

Regards,

DEEN LAW, INC.



Matt Deen, Esq.

READ AND APPROVED:

[SIGNATURE]

[PRINT NAME]

_____, 2014

[SIGNATURE]

[PRINT]

_____, 2014

SAMPLE

STANDARD TERMS AND CONDITIONS

ENTIRE AGREEMENT. This engagement agreement and these standard terms and conditions contain the entire agreement between you and the Firm. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

REPRESENTATION OF ADVERSE INTERESTS. California Rules of Professional Conduct require the Firm to inform you in writing of any relationship with another party interested in the subject matter of the Firm's proposed representation of you, the relevant circumstances of any such relationship, and of any actual or reasonably foreseeable adverse consequences to you. Unless otherwise noted, Firm is not aware of any relationship with any other party interested in the subject matter of the services Firm will provide to you.

NO GUARANTY. You understand that Firm has made no promises or guarantees to you concerning the outcome of your matter and that ethical guidelines prevent Firm from doing so. Comments about the possible outcome of your matters are expressions of opinion only.

USE OF OTHER ATTORNEYS. In furtherance of providing excellent client service, Firm may choose to associate with other attorneys outside of the Firm if such association is necessary or in your best interests. If Firm associates with other attorneys, you agree that Firm may share fees with those attorneys. If Firm shares fees with other attorneys, it will not result in any increase in the amount of fees that you will pay Firm.

DISCHARGE AND WITHDRAWAL. You may discharge Firm at any time upon written notice. Firm may withdraw with your consent or upon good cause. Good cause includes Client's breach of this engagement agreement, refusal to cooperate or to follow Firm's advice on a material matter or any fact or circumstance that would render Firm's continuing representation unlawful or unethical. When Firm's services conclude, all unpaid charges will immediately become due and payable. Upon Client's request, Firm will deliver to you your file and any property in Firm's possession, whether or not Client has paid for all services.

DISPUTE RESOLUTION. This engagement is governed by California law. If we have any disputes regarding fees or costs, Firm will provide you with written notice of your right to demand arbitration under the California State Bar Act (California Business & Professions Code §6200 et seq.). Your right to demand arbitration must be exercised within thirty (30) days of receipt of notice from Firm. If you elect to arbitrate our dispute over fees or costs, such arbitration will be conducted before the San Diego County Bar Association's Fee Arbitration Program in accordance with its rules.

All other disputes will be resolved in the federal or state courts located in San Diego County, California without a jury trial, unless we otherwise agree to arbitrate said dispute. If we agree to arbitrate, we will jointly agree on an arbitrator or arbitrators, the organization which will administer the arbitration (e.g. JAMS, AAA, Judicate West, etc.) and the rules governing the arbitration.

BY SIGNING THIS ENGAGEMENT AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL FOR ANY FEE DISPUTE OR MALPRACTICE CLAIM.

RETENTION OF RECORDS. Firm is largely a paperless office. Upon termination of the representation, Firm will use reasonable efforts to notify you of your right to have returned to you the contents of your file, including any original documents. Upon conclusion of your matter, Firm will notice you of your right to

the contents of your file. If you fail to respond, Firm's policy is to retain your digital file indefinitely and your unreturned original documents for a period of not less than 5 years from the date of termination.

AUTHORITY. If you are signing on behalf of a corporation, LLC, partnership or trust, you represent and warrant that such entity is duly formed and qualified to do business in the jurisdiction where the entity is located and that you have the full right and authority to execute and deliver this engagement agreement.

COUNTERPARTS. This engagement agreement may be executed in multiple counterparts, each of which shall be deemed an original, even if any party transmits a signed copy via email. At such time when each of us has counterpart signatures of both parties, this engagement agreement shall be deemed executed.

PRIVACY POLICY NOTICE. Attorneys, like other professionals who counsel individuals on personal financial matters, are now required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information.

Attorneys have been and continue to be bound by strict professional standards of confidentiality that are even more stringent than those required by this new federal law. Firm will always protect your right to privacy regarding personal information.

In the course of providing clients with estate planning or business succession planning, significant personal financial information, personal identification information and personal tax filing information are necessarily provided to Firm. If you are a client of Firm, you should know that all information that we receive from you is held in confidence, and is not released to persons or organizations outside the firm, unless otherwise agreed to by you, or as impliedly necessary to provide the specific legal services you have requested (e.g. working with your CPA or financial advisor), or as required under ethics rules or other applicable law.

Firm retains records relating to the legal services that it provides to make it easier to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to protect any nonpublic personal information collected from you, physical, electronic and procedural safeguards are in place that comply with our professional standards.