

PERSONAL & CONFIDENTIAL

Mr. and Mrs. Client
Address
City, Georgia _____

Re: *Engagement Letter for Legal Services*

Dear Mr. and Mrs. Client:

We appreciate your selection of Menden, Freiman & Zitron, LLP (referred to in this letter as “us” or “our firm” or similar variations). It is our firm’s policy to confirm our representation in writing. The formality of the letter helps to avoid future misunderstandings about the scope and terms of our engagement.

Scope of Representation

This letter confirms that you have retained us in connection with your estate planning. The scope of our engagement will include the preparation of those documents you authorize us to prepare based on our recommendations. We may also assist you with such other legal matters as you may request and as we may mutually agree from time to time.

Billing, Rates, Policies and Procedures

With regard to the work you have asked us to perform, we will provide you with an estimate of our fees at the conclusion of our initial conference. You understand this estimate will be based upon what we discuss, and assumptions we make, during the initial conference. While in most cases our fees will be in line with our estimates, certain circumstances beyond our control may cause our fees to vary. Such circumstances may include:

- You change your mind about certain decisions after we have initiated our work.
- You request excessive telephone or in-person conferences (our standard process involves a thorough initial conference, a telephone call to review the draft Summaries and Flowcharts, and a thorough review and signing conference).
- You do not attend your review and signing conference meeting within 90 days after we send you your draft Summaries and Flowcharts.

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- We are required to respond to special or unusual requests from third parties involved in your estate plan, such as your financial advisors or retirement plan administrators.
- You ask us to assume certain tasks or responsibilities that were originally assumed by you at the time we provided your fee estimate.

As part of this agreement you will promptly pay us 80% of the estimated project fee as established at our initial conference. This fee will be refundable until we begin the process of designing your estate plan. The balance of our fee will be billed and payable at your review and signing conference or 90 days after your initial conference, whichever comes first.

It is our firm's practice to render a monthly statement for professional fees, charges and disbursements. Our invoices are due upon receipt. Finance charges of 1.5% per month will be assessed on any balance that remains outstanding for 30 days or more from the date of our invoice. We reserve the right to cease our representation of you and withdraw as your counsel in the event that your account becomes more than 30 days past due. In the event that we have to collect fees owed to us, you agree to pay any attorneys' fees and court costs incurred in the collection process. It is important that you raise billing questions promptly after receiving our invoices. Items appearing on invoices which are not questioned within 30 days of your receipt of the first invoice containing the item will be considered final and undisputed.

I will be the lawyer at the firm primarily responsible for performing your work and supervising and reviewing any work done by others. Naturally, to keep legal costs at a reasonable and expected level, we always assign a person with the appropriate level of experience and expertise to any given matter. In a number of cases, we feel that it is in our client's best interest for us to use our paralegals and/or legal assistants to carry out routine work since they are billed at more economical rates than attorneys. Our current hourly rate schedule is attached to this letter.

We believe our rates are competitive with those of other firms with similar practice area expertise. We will reassess our hourly rates from time to time and make increases as appropriate. These adjustments may be reflected in the billing rates utilized to determine our charges to you during the course of our engagement.

Joint Representation

There are potential conflicts that may arise in our representation of both of you in your estate planning. By signing this letter, you both elect to have us represent you jointly,

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acknowledging that you are engaged in a joint estate planning enterprise. This means that there will be no confidential information as between the two of you, even if one of you requests that we not reveal such information to the other. If, at some point, a conflict arises between the two of you that would adversely affect our ability to represent both of you jointly, we may need to withdraw from representing both of you. Again, even upon withdrawal, we must reveal to the other any confidential information that either of you has provided.

Keeping You Informed

We will keep you informed as to the progress of our work. We would expect to send you copies of significant papers prepared for you or received by us. If you ever have any questions about the status of our engagement or the services rendered to you, please contact us.

Please know that it is very important to us that you receive excellent service and quick responsiveness from our firm. Because I am often scheduled for meetings in and out of the office, you may not always be able to immediately reach me by telephone. While I do receive my phone messages regularly and will return your calls at my earliest opportunity, one of my helpful assistants will often be able to answer questions you may have about your matter. I encourage you to speak to any member of our estate and trust planning team should you be unable to reach me.

Termination of Engagement

As is appropriate in any professional relationship, you may terminate our engagement upon reasonable written notice; we reserve that right as well, subject, of course, to our ethical and legal obligations. Following the conclusion of the matter described in this letter, we will consider our engagement terminated. Also, if for any consecutive three month period we have not billed any time to your file, our representation will be deemed to have been terminated as of the last date on which we rendered services, unless we have previously agreed to an engagement that may result in such lapses. You agree to compensate us for all fees, advances and charges we may have incurred up until the time our engagement formally concludes or terminates. Conversely, we agree to promptly refund to you any portion of unearned legal fees you may have prepaid in the form of a retainer or otherwise. After termination, we can resume our relationship upon the consent of each of us according to the same terms as this letter, unless we agree to different terms in a new engagement letter.

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Acknowledgment

If this letter is consistent with your understanding of the terms of our engagement, please sign the enclosed copy of the signature page and return it to us along with 80% of your estimated project fee at your earliest convenience so we can commence our work on your behalf. If you do not return a signed copy of this letter to us, but nonetheless request that we perform legal services, it is agreed that the terms in this letter will govern our work.

Unless we hear from you otherwise, all notices and other information regarding this matter will be sent to you at the above address. If at any time you would like to change the address to which we send notices and information, please let us know as soon as possible.

We thank you for considering our firm to assist you in this matter, and look forward to serving you. If you have any questions, please call.

SAMPLE

The foregoing is acknowledged and agreed to as of the day and year so written below.

Mr. Client

Date

Mrs. Client

Date

In accordance with the disclosure rules of Internal Revenue Service Circular 230, the content of this letter was not intended or written to be used—and cannot be used—for purposes of avoiding tax penalties, nor for purposes of promoting, marketing, or recommending to another party an arrangement involving any tax-related matters addressed herein.