



200 Towne Village Drive ♦ Cary, NC 27513 ♦ Phone: 919-467-4100 ♦ Fax: 919-467-8840

Agreement for Estate Planning Services

We are pleased that you wish to retain the services of our firm. Your signatures where indicated on this Agreement, will confirm the terms of our engagement to provide legal and estate planning services to you. Those terms are as follows:

1. **Description of Services to be Performed:** The firm will provide you with estate planning services. Our representation is limited to the initial consultation and the preparation and execution of estate planning documents you request during your initial consultation. If an additional consultation is requested beyond the first meeting, or if we are later asked to provide services beyond those described herein, additional fees will be required for such services.

2. **Fees for Services:** The firm will bill for the legal services described above on the following basis:

a. **The Initial Consultation:** The fee for the initial consultation is \$445.00 per hour and is due upon conclusion of the initial consultation. Consultations which take more or less than one hour will be billed in six (6) minute increments (.10 of an hour). In the initial consultation, we will discuss the following:

- Whether or not you are subject to the federal estate tax.
- If so, how to minimize or eliminate such tax.
- Ways to avoid the probate process.
- How to control and direct assets passing outside of your will (through joint ownership or beneficiary designations).
- Importance of beneficiary designations for retirement accounts (such as IRA, 401(k), and 403(b) accounts), and the income tax implications associated with them.
- Information needed to prepare or update your documents.

b. **Other Fees for Services:** The other fees for estate planning services will be billed as either (1) a fixed fee, (2) billed hourly, or (3) a combination of both fixed fees and billed hourly as detailed in Paragraph 4. Hourly fees are billed in in six (6) minute increments (.10 of an hour). Work which is billed on an hourly basis shall be billed at the following rates:

- W. Thomas McCuston, Attorney - \$445 per hour
- Jon V. Rountree, Attorney - \$350 per hour
- Nathaniel C. Parker, Attorney - \$345 per hour
- Mary W. Herberger, Paralegal - \$200 per hour
- Gretchen B. Street, Legal Assistant - \$100 per hour
- Margaret C. Newton, Legal Assistant - \$100 per hour

c. **Retainer:** At the conclusion of your initial consultation, we will advise you of the cost of the consultation and the documents you have requested. Please note, for more complex matters, the amount of time estimated to draft the documents (and associated cost) may be more than initially quoted, since additional issues may need to be addressed to effectuate your estate planning goals. In addition to payment for the initial consultation, a retainer is due upon conclusion of the initial consultation and prior to our preparation of the requested documents.

d. **Remaining Balance:** Any remaining balance is due when you sign your documents or sixty (60) days after the drafts of your estate planning documents are provided for your review, whichever is sooner. We draft documents on a First In First Out basis, unless expedited services are agreed upon during our initial discussions. We are typically able to provide drafts of documents for your review within 4-6 weeks after we receive (i) this Agreement signed by you, (ii) payment of the Retainer, and (iii) all the information required to draft the requested documents. **If you have not contacted us to sign your documents within 60 days of receiving the drafts of your documents, we will invoice you for the remaining balance, and such remaining balance will be due upon receipt. You agree to pay such invoice within five (5) days of the invoice date.** Interest at the rate of one and one-half percent (1.5%) per month, (eighteen percent (18%) per annum) will be added to the balance due in amounts which remain unpaid for thirty-one (31) days or more.

e. **Document Changes:** Once your estate planning documents have been drafted pursuant to our discussions, changes you request to your estate plan may incur additional charges. We request that any changes you request to your drafted documents, have been made, reviewed, and approved by you prior to scheduling your appointment to sign them. Any changes to your documents requested by you on the day of your signing may result in additional charges.

3. **Summary of Fees:**

| | Husband | Wife | Total |
|---|----------------|-------------|--------------|
| Initial Consultation Fee (Paragraph 2.a) | | | _____ |
| Review of Prior Estate Planning Documents | _____ | _____ | |
| Will | _____ | _____ | |
| Trust | _____ | _____ | |
| General Power of Attorney | _____ | _____ | |
| Health Care Power of Attorney | _____ | _____ | |
| Living Will | _____ | _____ | |
| HIPAA Release | _____ | _____ | |
| Other (Specify) _____ | _____ | _____ | |
| Total Document Preparation Fee | _____ | _____ | _____ |
| Total Cost of Representation | | | ===== |
| ***** | | | |
| Retainer (Paragraph 2.c) | | | |
| Consultation Fee Portion | | | _____ |
| Document Preparation Fee Portion | | | _____ |
| Total Retainer | | | _____ |
| Remaining Balance (Paragraph 2.d) | | | _____ |
| Total Cost of Representation | | | ===== |

Plus hourly fees for additional consultations and document changes, (Paragraphs b. and e.), if any.

4. **Joint Representation:** It is common for a husband and wife to employ the same lawyer to assist them in planning their estates. You have taken this approach by asking our firm to represent both of you in your planning. It is important that you understand that because we will be representing both of you, you are considered our client, collectively. Accordingly, matters that one of you might discuss with us may be disclosed to the other of you. Ethical considerations prohibit us from agreeing with either of you to withhold information from the other. In this representation, we 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.

5. **Conflicts of Interest:** If a conflict of interest arises between you during the course of your planning or if the two of you have a difference of opinion, we can point out the pros and cons of your respective positions or differing opinions. However, ethical considerations prohibit us, as the attorney for both of you, from advocating one of your positions over the other. Furthermore, we would not be able to advocate one of your positions versus the other if there is a dispute at any time as to your respective property rights or interests or as to other legal issues between you. If actual conflicts of interest do arise between you of such a nature that in our judgment it is impossible for us to perform our ethical obligations to both of you, it would become necessary for us to withdraw as your joint attorney.

6. **Confidentiality:** All matters disclosed by you to the firm shall be kept confidential in accordance with the attorney-client privilege and the applicable rules of professionalism.

7. **Termination of Engagement:** Once the documentation is executed to put into place the planning that you have retained us to implement, our engagement will be concluded and our attorney-client relationship will terminate. If you need our services in the future, please feel free to contact us and renew our relationship. In the meantime, we will not take any further action with reference to your affairs unless and until we hear otherwise from you.

8. **Consent:** After you have reviewed this letter and are satisfied that you understand its provisions, please confirm our agreement by signing and dating in the spaces indicated below. If you have any questions about anything discussed in this letter, please let me know. In addition, you should feel free to consult with another lawyer about the effect of signing this letter.

By signing this Agreement, you acknowledge that you understand the fees and agree to pay such fees according to the terms of this Agreement. Thank you again for choosing our firm, and we look forward to working with you on this matter.

MCCUISTON LAW OFFICES, PLLC

By: _____
W. Thomas McCuiston, Managing Member

Agreed to: ***“We hereby retain the firm of McCuiston Law Offices, PLLC, on the above terms and conditions as of the ____ day of _____, 20__.”***

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____