



LAW OFFICES OF

Daniel H. Alexander

A PROFESSIONAL LAW CORPORATION

Main office: 901 Bruce Rd., Ste. 230 • Chico, CA 95928
Satellite offices located in: Roseville and Sacramento, CA
(800) 530-4529 • (530) 891-8000 • Fax (530) 891-8040
www.dalexander.com • dan@dalexander.com

Client(s) Name(s): _____

1. Scope of Services: Client(s) hire(s) the Law Offices of Daniel H. Alexander, A Professional Law Corporation (“Attorney”) to provide those legal services reasonably required to represent Client(s) interest and including those services stated below.

2. Client(s) Duties: Client(s) agrees to be truthful with Attorney, to cooperate, to keep Attorney informed, to abide by this Agreement, to pay Attorney’s fees on time and keep Attorney advised of Client(s) address, phone number and whereabouts.

3. Legal Fees and Services - estimate of fees for services:

- a.) \$150.00 minimum fee for each Deed or Affidavit of Death
- b.) \$350.00 minimum fee for a Consultation and document review
- c.) \$350.00 minimum fee for new or revised Powers of Attorney (Durable Power of Attorney & Advanced Health Care Directive)
- d.) \$500.00 minimum fee for a Basic Trust Amendment up to 1.5 hrs. Additional time billed at the hourly rate.
- e.) \$750.00 minimum fee per person for a Will Package (Will, Durable Power of Attorney, Advanced Health Care Directive)
- f.) \$1,250.00 minimum fee per Restated Estate Plan – Restated Trust, Will, Durable Power of Attorney, Advanced Health Care Directive
- g.) \$2,500.00 minimum fee per complete Estate Plan – Trust, Will, Durable Power of Attorney, Advanced Health Care Directive

Note: Restated Estate Plans are done on out-of-state plans that are being revised and plans that are at least 10 years old or as requested by the client. All additional legal services will be rendered at a rate of \$350.00 per hour. The estimate for fees is only that, an initial estimate based on the present known factors. Time in excess of these minimum fees, and all additional legal services, will be rendered at the hourly rate. Client acknowledges that the above fees are not set by law and are negotiable between Attorney and Client.

4. Other Costs. Additional costs for each Deed and/or Affidavit: (a) minimum \$25.00 per property for a basic history search will be done to confirm title and/or to obtain the last recorded deed if not provided by the Client(s) at least 48 hours prior to their appointment; (b) \$25.00 estimated County Recorder fees per document (varies by County); (c) \$10.00 e-recording fee per document when e-recorded, and; (d) \$75.00 CA Government Code 27388.1(a)(1) fee per recorded document that is not a transfer of a residential dwelling to an owner-occupier (all properties beyond a primary residence usually incur this CA State fee). Other possible costs: (a) copies are \$0.10 per page; (b) fees for research, title company or document retrieval company for various reasons such as obtaining the correct legal description, title issue, lot line adjustments and easements, and; (c) Mobile notary services, if used, are approximately \$15.00 per signature, plus travel costs. These estimated costs are only that, an initial estimate based on the presently known factors.

5. Terms of Payment: Client(s) acknowledge that billings and costs are payable upon receipt of an invoice. All payments are considered late after the stated due date on the invoice. Delinquent accounts and late payments are subject to a \$25.00 per month service charge. If Client(s) choose to pay with a credit card, a 3% convenience fee will be added. Any other payment arrangements must be made in writing and signed by the Attorney.

6. Discharge and Withdrawal: Client(s) may discharge Attorney at any time but will remain liable for any outstanding fees or costs owed to Attorney. Attorney may fully withdraw with Client(s) consent or for good cause, at any time upon giving reasonable notice and, if a retainer has been given, any unused portion shall be refunded.

7. Representation of Adverse Interests. Client(s) are informed that the Rules of Professional Conduct of the State Bar of California require the Client(s)’ informed written consent before Attorney may begin or continue to represent the Client(s) when the Attorney has or had a relationship with another party interested in the subject matter of the Attorney’s proposed representation of the Client(s). The Attorney is not aware of any such conflict. If Attorney is representing more than one client at a time in this matter, the Client(s) acknowledge that they have signed a waiver of any potential conflict.

8. Concluding Paragraph: The parties have read and understood the foregoing terms and agree to them as of the date Attorney first provided services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. If any portion of this Agreement is held unenforceable for any reason, the remainder of the Agreement will be severable and remain in effect. The Client(s) shall receive a fully executed duplicate of this Agreement. If a dispute arises between the Attorney and Client(s) regarding this Agreement, or the Attorney’s services, and either party files suit in any court other than small claims court, Attorney or Client(s) will have the right to stay that suit by timely electing to arbitrate the dispute with Binding Arbitration venued in Butte, County, California, before an arbitrator who is an attorney licensed to practice law in the State of California, in good standing with at least 15 years litigation experience, or a retired Judge. In addition, the prevailing party in any dispute related to this Agreement shall be entitled to an award of reasonable attorney fees and costs.

Date:

Client:

Client:

Daniel H. Alexander, Esq.



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WAIVER OF POTENTIAL CONFLICT OF INTEREST

(for use when representing multiple parties)

You have asked the Law Offices of Daniel H. Alexander, A Professional Law Corporation (hereinafter the “Attorney”) to assist both of you in planning your estate and in preparing the necessary estate planning documents. Although it is customary for couples and partners to employ the same attorney to assist them in such matters, the Rules of Professional Conduct of the State Bar of California require the attorney to inform clients in writing of the following potential conflicts of interest:

1. Partners and couples may have conflicting interests concerning their property. If, as you request, we act as the attorney for both of you for your estate planning, we must try to balance all factors and cannot, therefore, act as an individual advocate for either of you. This balancing could end up favoring one of you to the detriment of the other.
2. To complete your estate planning, we must necessarily obtain confidential information from each of you. However, as between the two of you, we cannot keep that information confidential since we are representing both of you. Of course, anything either of you discuss with our office is privileged from disclosure to third parties unless otherwise required by law.
3. We may make recommendations which could affect each of your interests in your assets both during your lifetimes, after the first death and after the death of the survivor. There could be a conflict in the determination of what is community property, quasi-community property and separate property which may be more beneficial for one of you than the other. These determinations could potentially affect income, property division and support provisions in the event of separation or divorce.

Based on the foregoing, you must decide whether or not you want Attorney to represent both of you in your estate planning. You are each, of course, welcome to have your own counsel for any part or all of the matters in which Attorney would be acting; in addition, either of you may, at any time, forbid Attorney from being involved in any way on behalf of the other. If you wish Attorney to proceed, please execute the acknowledgement below.

We have each read the foregoing and understand that there could be serious potential conflicts of interest between ourselves in the estate planning matters about which we are consulting the Attorney. If, and to the extent that either of the clients wish to have separate counsel, or desire Attorney to not be involved at all, that person shall notify the Attorney in writing. We, the clients, each hereby consent to having Attorney represent both of us in our Estate Planning. We, the clients, each understand that, while the Attorney is representing both of us on the same matter, there is no confidential communications as between the two of us and the Attorney.

Date:

Client:

Client:

Daniel H. Alexander, Esq.