



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  
\*Send all correspondence to the Chico office

The Law Offices of Daniel H. Alexander, PLC (“Attorney”) hereby agrees to provide legal services to the Client(s) on the terms set forth below.

Client(s) Name(s): \_\_\_\_\_

1. Scope of Services: Client(s) hire(s) Attorney to provide those legal services reasonably required to represent Client(s): Estate Planning services as needed.

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 bill on time and keep Attorney advised of Client(s) address, phone number and whereabouts.

4. Legal Fees: The hourly rate for legal services is \$250.00 per hour; however, the Attorney charges the following minimum fees:  
a.) for a consultation, the minimum fee is \$250.00; b.) for basic Estate Plan Amendments, the minimum fee is \$500.00; c.) for a Will Package, the minimum fee is \$750.00 per person; d.) for a Restated Trust Amendment, the minimum fee is \$1250.00 per Trust; e.) for a complete new Trust and/or Estate Plan the minimum fee is \$2500.00; f.) for a Deed or Affidavit, the minimum fee per document is \$150.00, and; for Trust Administration Services the minimum fee is 1% of the gross trust value. Additional Trusts will be rendered at an additional minimum fee of \$2,500.00 per Trust. Hours will be tracked and any billable time that exceeds the minimum fee will be billed at \$250.00 per hour in addition to the minimum fee. The estimate for fees is only that, an initial estimate based on the known factors. Client acknowledges that the above fees are not set by law and are negotiable between Attorney and Client. Note: An Estate Plan generally consists of a Revocable Living Trust, Pour-Over Will(s), Durable Power(s) of Attorney, Advanced Health Care Directive(s), a Certificate of Trust, a Declaration of Trust, an Assignment of Personal Property and Trust Funding Directions/letters and a Will Package generally consists of Will(s), Durable Power(s) of Attorney, Advanced Health Care Directive(s).

5. Costs: There may be costs in addition to the above fees that Client(s) will need to pay, including copy charges and county recording fees. Estimated range of costs: a.) to Record a document (Deed, Affidavit, Order, etc.) with County Recorder is approximately \$25.00 each. Additionally, CA Government Code 27388.1(a)(1) states a \$75.00 fee shall be paid at the time of recording of every real estate instrument except for an owner-occupied property up to a maximum limit; b.) The cost of obtaining the legal description/original deed, if not provided by the Client(s) within 48 hours prior to Client(s) appointment, is approximately \$25.00 per property; c.) Black and White copies are \$0.10 per page; d.) Research costs due to various reasons such as lot line adjustments and easements, and any fee charged by a Title Company or document retrieval company in obtaining the legal description for a Deed is an additional cost to be paid by Client(s), and; e.) Mobile notary services, if used, are approximately \$15.00 per signature, plus travel costs. The estimated costs range is only that; an initial estimate based on the known factors.

6. 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.

7. 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.

8. 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 when the Attorney has or had a relationship with another party interested in the subject matter of the proposed representation. The Attorney is not aware of any such actual conflict. Further, if Attorney is representing more than one client in this matter, the Client(s) acknowledge that there may be potential conflicts and if an actual conflict arises, Client(s) may require Attorney to cease representation.

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:

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Client:

\_\_\_\_\_  
Daniel H. Alexander, Esq.



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## **WAIVER OF POTENTIAL CONFLICT OF INTEREST**

(for use by a married couple)

You have asked our office (the Law Offices of Daniel H. Alexander, PLC) to assist you both in planning your estate and in preparing the necessary estate planning documents. Although it is customary for a married couple to employ the same attorney to assist them in such matters, the Rules of Professional Conduct of the State Bar of California require our office to inform you in writing of the following potential conflicts of interest:

1. A married couple 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.
3. We may make recommendations which could affect each of your interest 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 divorce.

Based on the foregoing, you must decide whether or not you want our office 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 our office would be acting; in addition, either of you may, at any time, forbid our office from being involved in any way on behalf of the other. If you wish our office to proceed, please execute the acknowledgement below.

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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 your office. If, and to the extent that either of us wish to have separate counsel or desire you to not be involved at all, that spouse shall notify your office. We each hereby consent to having your office represent both of us in our Estate Planning. We each understand that, while your office is representing both of us on the same matter, there is no confidential communications as between the two of us and your office.

Date:

Date:

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**CLIENT**

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**CLIENT**