



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 signature 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 will include legal advice and recommendations regarding 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 3. Hourly fees are billed 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 McCuiston, 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. In addition to payment of the initial consultation, one-half (1/2) of the cost of the documents 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.	<b><u>Summary of Fees:</u></b>	<b>Fees</b>
	<b>Initial Consultation Fee (Paragraph 2.a)</b>	_____
	Review of Prior Estate Planning Documents	_____
	Will	_____
	Trust	_____
	General Power of Attorney	_____
	Health Care Power of Attorney	_____
	Living Will	_____
	HIPAA Release	_____
	Other (Specify) _____	_____
	<b>Total Document Preparation Fee</b>	_____
	<b>Total Cost of Representation</b>	=====

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	<b>Retainer (Paragraph 2.c)</b>	
	Consultation Fee Portion	_____
	Document Preparation Fee Portion	_____
	Total Retainer	_____
	<b>Remaining Balance (see Paragraph 2.d)</b>	_____
	<b>Total Cost of Representation</b>	=====

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

4. **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.

5. **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.

6. **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.

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**MCCUISTON LAW OFFICES, PLLC**

By: \_\_\_\_\_  
W. Thomas McCuiston, Managing Member

Agreed to: *“I hereby retain the firm of McCuiston Law Offices, PLLC, on the above terms and conditions as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.”*

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_