



Client's Name _____
Executor of the Estate of _____
Client's Address _____

Date _____

Thank you for the opportunity to meet with you concerning the employment of this firm by you in connection with the Estate of _____. Please understand that we do not represent you as a beneficiary of the estate since your role as Executor could conflict with your personal interest as a beneficiary. We are pleased to have the opportunity to represent you. Our goal is to provide effective and efficient legal services.

Experience has shown that our relationship will be stronger if we begin it with a clear understanding relative to our fees and their payment. This engagement letter sets forth the terms of our engagement. If you have any questions regarding this material, please feel free to raise those questions with me.

SUPERVISING ATTORNEY. In the interest of serving you in the most economical and efficient means possible, the lawyer with whom you deal primarily may assign responsibility for completing some of your work to other personnel in the office under her supervision. The supervising lawyer will continue to be responsible for your entire assignment, however, and will be available to discuss the use of other personnel with you.

ESTIMATES. Our attorneys do their best to estimate fees and expenses for particular matters where asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a result of many conditions over which we have little or no control. However, such estimates are not a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described in this agreement.

FEES. To help us determine the value of our services, we ask each of our lawyers and legal assistants to maintain time records for each client and matter. These time records include a description of time expended on your behalf (including travel time and telephone conversations) and will be incorporated into a billing statement, along with disbursements made on your behalf (see "Disbursements and Advances on Your Account" below).

All attorneys, legal assistants, and paralegals are assigned hourly rates. Our hourly rates for lawyers currently begin at \$250 per hour. Our rates for legal assistants and paralegals currently range from \$80 to \$150 per hour and reflect a blended rate which includes attorney time for oversight, discussion, and review of the legal assistant/paralegal work in which no additional attorney time is charged. These rates may change on an annual basis. The amount of our billing statement will be the fair value of the services rendered during that billing period, as determined

by the attorney, taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the size and scope of the matter, and other relevant circumstances. Emergencies and non-business hour time will be billed at 1.5 to 2.0 times the regular hourly rate. Travel time is billed at one-half the regular rate.

In the event that an attorney is not experienced in a particular area (such as litigation), the attorney may consult with other attorneys who have more experience in that particular area. Should another attorney be consulted, you will be informed of such. Should it be necessary to secure the services of another attorney to conduct actual work on your case, we will obtain your permission prior to engaging that attorney and incurring his or her charges.

DISBURSEMENTS AND ADVANCES ON YOUR ACCOUNT. You will be charged for disbursements made by us on your behalf, such as filing fees, recording fees, postage, delivery charges, travel, etc., if necessary, and use of other service providers. In some proceedings, we include payments made by us for service of documents, public record research, etc. These items will be shown on your billing statements under "Disbursements." In some cases, outside service providers may bill you directly for charges which exceed our normal advance limits.

STATEMENTS. In estates, it is our firm's general policy to provide clients with a sample bill on a quarterly basis. We then invoice semi-annually, annually, or at the conclusion of the estate. As mentioned above, our statements will include charges for fees and disbursements for the billing period. We make every effort to include disbursements on the statement for the period in which the disbursements are actually incurred. However, some disbursements are not available to us until the following months, in which case a supplemental statement will be rendered to you for these additional charges, or an estimated amount may be included in the initial billing and an adjustment made when the actual disbursement information is available.

PAYMENT. Any bills are due upon receipt of our invoice and, unless special arrangements have been made in advance, we expect to receive payment within thirty (30) days. Payment should be made in U.S. dollars, by check or money order payable to Wenzel & Wenzel, PLLC. We do not accept credit cards for estate fees or disbursements. In the event our statements are not paid within thirty days, we reserve the right to withdraw as your attorney, subject, of course, to our ethical and professional obligations. We also reserve the right to charge interest on any invoices unpaid after 30 days.

RETAINERS. Depending on the estate assets, we may request an advance retainer from clients. It occasionally may be necessary to require an advance retainer after the commencement of the engagement, or to require an increase in a prior retainer depending on your payment history or on the scope of the work. We also customarily request an advance retainer for the purpose of paying out of pocket costs we incur on your behalf, such as filing fees or recording costs. Any retainer would be used to pay current statements, with the retainer to be replenished if the amount reaches zero prior to the termination of our representation.

ENGAGEMENT. In order for us to immediately commence performing service for you, please review this engagement letter and agreement carefully, and then sign in the space provided

below and return it to us along with any requested initial retainer (which usually includes a minimum of \$255 for filing fees to open the estate and publication of the notice to creditors). In doing so, you are acknowledging the terms of our agreement and agreeing to abide by them. If you have any questions about the foregoing, please let us know.

It is your responsibility to be truthful to all authorities involved, including our office. It is often the case that we can assist you in accomplishing better results when you truthfully disclose unfavorable facts to us rather than by withholding or modifying information. We reserve the right to withdraw as your attorney if you intentionally withhold information or provide us with false or misleading information.

We are pleased to represent you and will exert our best efforts to protect your interest as Executor in these matters. We look forward to working with you.

CLIENT CONSENTS TO ABOVE TERMS AND AGREEMENT, as well as to the following:

As Executor of the Estate of _____, I hereby agree and bind the Estate to the payment of the fees and costs as outlined in this fee agreement.

I agree to handle this estate according to the following:

- How We Work with Clients in Handling Estates (attached Exhibit A)
- Court brochure, providing a bit more detail regarding the estate process
- Reference Guide for Court Appointed Fiduciaries

Further, I promise to cooperate with my attorneys in the prosecution of this matter. There have been no guarantees or promises concerning the outcome of this matter. In the event there is civil litigation, my attorney will discuss the possible need to involve an attorney who handles said litigation.

Further, I understand that I have retained the firm of Wenzel & Wenzel, PLLC, to assist me as Executor of this Estate. Under this fee agreement and for this matter, the firm does not represent me as heir or beneficiary, or in any other personal capacity regarding this estate. Any representation of me personally shall be considered on a case by case basis by the attorney only when such representation would not conflict with my obligations as Executor and would be subject to a separate fee agreement. Such fees and costs for representation of me personally would need to be paid by me personally and not by this estate.

It is understood and agreed that this is not a contingency fee contract and that the fee charged by the law firm and expenses relating to this representation shall be paid regardless of the outcome or the result obtained.

In consideration of the firm's undertaking legal representation of this Estate, and to induce it to undertake said representation, I further hereby personally guarantee payment of the Estate's account, should the estate assets be insufficient to pay the fees and costs incurred.