

Client Maintenance Provisions in Fee Agreement

*ROBERT C. ANDERSON, CELA
Attorney at Law
LL.M. in Taxation
Licensed in Michigan & Wisconsin
VA Accredited



Benefit Specialist
Case Manager

Sr. Associate Attorney
VA Accredited

ELDER LAW FIRM OF ANDERSON
ASSOCIATES, P.C.

Case Manager
Office Administrator

Sr. Associate Attorney
VA Accredited

For Your Peace of Mind

Michigan Estate Planning Fee Agreement

Thank you for asking our Law Firm to provide legal services to you. The Rules of Professional Conduct of our State Supreme Court recommend a written fee agreement prior to providing services.

Planning Services Described. Law Firm agrees to provide the following services (check a plan):

Trust Plan:

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- Living Trust
- Certificate of Trust
- Pour-Over Will
- Funding Assistance
- Special Gift Lists

Deed Planning:

☐

- Confirm clear title
- Assess tax and Medicaid
- Beneficiary Agreement
- Protective Measures
- Recording and processing

Direct Distribution Plan:

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- Last Will & Testament
- Special Gift Lists
- Analysis and Retiling of Assets
- Deed Planning

All Estate Plans:

- Estate Plan Binder
- Planning Letter and Diagram
- Financial Power of Attorney
- Medical Power of Attorney/HIPAA Forms
- Your Wishes Guide/Physician Letters
- Laminated Wallet Card
- Medicaid Planning (if needed)
- Federal Estate Tax Analysis (if needed)
- Funeral Preference planning
- Goodbye Letter to Loved Ones
- What To Do Upon Passing Instructions
- Letter to Next-in-Charge
- Other work items _____

Other persons to receive planning letter _____

Longevity Program (5 years):

YES ☐

No ☐

Estimated Fee for above Services: _____

Deposit Requested: _____

Paid: _____

- One-half of full payment is due upon signing of this fee agreement.
- Remaining balance due at signing appointment.

Deeds: Confirmation of Title, Recording & Processing. The cost to confirm title by title search, record and process deeds are in addition to the above fee. Read our FAQ about deeds for more information. Our time spent after recording a deed, if needed, is an additional charge.

How Our Fee is Earned and Your Deposit Applied. The parties agree that our fee will be earned and your deposit applied according to the following four equal stages of the planning process:

- The estate plan is designed by the Attorney after the first meeting and follow-up conference call if needed;
- The Attorney provides detailed instructions to the Firm's paralegal and composes a planning letter to you;
- The key draft planning documents are mailed to you for review and you have the opportunity to make revisions and obtain answers to questions prior to signing; and
- Documents are explained and signed.

The parties agree that your deposit will initially be placed into the client **trust account** and will be transferred into our **business account** as the fee is earned according to the above-described schedule. We agree to refund to you any amount of your deposit which is unearned at the end of the representation.

Fee Adjustment in Certain Cases. The estimated fee is based on normal time frames as described above in the four stages of the planning process. An additional fee is agreed to for our services performed beyond these time frames, such as when you request a plan change or unexpected research is needed to clarify land issues, such additional fee being at our hourly rate of \$200.

When Interest May be Due. Interest will be due on any unpaid balance of our earned fee at .5% per month from the date an invoice is mailed or presented.

Unusual Costs. Unusual costs, such as appraisals or surveys, are your responsibility, but will only be incurred with your consent.

Communications. We agree to make every effort to respond to your questions as promptly as possible during the representation. To that end, we have set up a team of support staff, paralegals, and attorneys to handle your questions. You agree to notify us, as soon as possible, when you have a question or if our professional services do not meet your expectations.

Resolution of Disputes. In the unlikely event of a fee or payment dispute, the parties agree to attempt to resolve the dispute amicably between themselves. If this is not possible, the parties agree to use an available mediation resolution service.

Completion of Representation, Future Services, and DRA. When your estate plan has been established, you agree our representation ends. To maintain your plan in the future, you agree that on-going funding, updates and client questions are necessary when laws, assets, and family circumstances change, and issues arise, and that these services are provided at an extra cost.

- Our Longevity Program will help assure future plan maintenance for a reasonable fee.
- Keep in mind that the Deficit Reduction Act's 60 month look-back and delayed penalty start date apply for Medicaid qualification.
- Keep in mind that due to constant changes in laws and agency interpretations we cannot guarantee that our advice will fulfill your expectations.

*Client Maintenance Here **