

# RLT LAW OFFICE, L.L.P.

ATTORNEYS AT LAW  
1016 Red Raider Street  
LUBBOCK, TX 79416  
[www.rtlaw.com](http://www.rtlaw.com)

## ESTATE PLANNING SERVICES I. ENGAGEMENT LETTER

Mrs. Client                      September 25, 2007  
5407 99<sup>th</sup> Street  
Lubbock, TX 79424

Re: Engagement Agreement/Employment Contract

Dear Mrs. Client:

I enjoyed having the opportunity to meet you last week, and I look forward to building a professional relationship with you. As we previously discussed, RLT Law Office, L.L.P. is pleased to assist you in achieving your estate planning goals under the conditions that are described throughout this letter. The purpose of this engagement letter is to set forth the scope of our mutual involvement so that neither of us will take on an obligation that was not intended to be part of this agreement.

Throughout this letter RLT Law Office, L.L.P. will be referred to as the "Law Firm". This letter will refer to you as the "Client". Finally, the term "Parties" refers to both you and the Law Firm.

**1.1 THIS ENGAGEMENT LETTER IS A LEGAL CONTRACT BETWEEN CLIENT AND LAW FIRM. YOU SHOULD HAVE AN INDEPENDENT LEGAL COUNSEL REVIEW THIS CONTRACT ON YOUR BEHALF. THE LAW FIRM HAS A CONFLICT OF INTEREST THAT PREVENTS IT FROM REPRESENTING YOU WITH ANY NEGOTIATION, PREPARATION, OR EXECUTION OF THIS ENGAGEMENT LETTER.**

We request that you acknowledge the receipt and understanding of this letter by signing it and returning it to us at your earliest convenience. After we receive the signed letter from you, we will move forward with your estate planning services. Please understand that by signing this letter you agree to and understand all of the terms set out in this letter including retaining Law Firm to perform estate planning services on your behalf.

## II. EMPLOYMENT CONTRACT

As a part of establishing a new client relationship, I would like to take this opportunity to discuss some of the details of the Parties relationship:

**2.1 Fees.** It is understood by the parties that the performance of estate planning services will be free of charge to the Client (**\$0**). Costs, travel, delivery, filing fees, and other reimbursable expenses will also be covered by the Law Firm.

**2.2 Engagement Does Not Include State Laws Outside of Texas.** Attorneys at Law Firm are licensed to practice in the state of Texas and can give advice about Texas law and federal law. Parties acknowledge that no attorney of Law Firm is able to give advice, or be retained to give advice, regarding the law of any other jurisdiction.

**2.3 Scope of Engagement.** Law Firm is engaged to provide advice and consultation regarding Client's estate planning services including the Client's: Will, Durable Power of Attorney, Self-Designation of Estate Guardian, Medical Power of Attorney, HIPAA Authorization, Self-Designation of Personal Guardian, Mental Health Treatment Declaration, Living Will, Anatomical Gifts, and Disposition of Body Instructions. Parties agree to leave open the possibility that other estate planning services may be discussed in the future, and, upon consent of the Client, Law Firm may incorporate other estate planning services into the Client's estate plan.

**2.4 Term of Engagement.** Parties expressly agree that Client will have the right to terminate employment of Law Firm at any time, and Law firm reserves the right to resign from representing Client at any time in accord with rules of conduct for Texas attorneys. However, any termination or resignation of Law Firm does not release Law Firm from ethical duties of maintaining confidentiality of communication between the Parties. Generally, the "engagement period" ends when the estate planning documents that Client asks Law Firm to draft are signed, or, in the event that Law Firm has specifically agreed to perform additional estate planning services, the "engagement period" will end when the additional estate planning services are completed to the satisfaction of the Client.

**2.5 Not All Contingencies Covered by Estate Plan.** Parties understand that no estate plan is full proof. Because the variety of events that could affect Client's estate plan are without limit, the scope of involvement between Law Firm and Client is not open ended, and Law Firm expressly does not undertake every issue that could possibly affect Client's estate plan. Law Firm's commitment is limited to producing the estate planning documents that the Client has directed Law Firm to prepare for Client to actually sign. Law Firm does not commit beyond that even if it turns out that it would have been better if additional estate planning services would have been performed for Client.

**2.6 Coordination of Non-Probate Assets.** Client understands that not all assets pass under estate planning documents that will be prepared by the Law Firm. Examples include but are not limited to life insurance, joint tenancy bank accounts, IRAs, and deferred compensation arrangements. It is the agreement of the Parties that it is the duty of the Client to coordinate the beneficiaries of the Client's non-probate assets. The Law Firm does however agree to provide legal advice regarding how the coordination of certain non-probate assets will affect the Client's overall estate plan.

**2.7 Confidentiality.** Law Firm will not disclose any information whatsoever to anyone except where Client has specifically authorized a disclosure of information. Law Firm reserves the right to refuse disclosure of confidential information under any circumstance.

**2.8 Not a Third Party Beneficiary Contract.** Law Firm's engagement is to Client only and the estate planning services that are performed for the Client is not intended to be a third-party beneficiary contract in favor of Client's descendants or other beneficiaries.

**2.9 Retention of Estate Planning Documents.** At the end of the initial representation period, Parties will discuss whether Client prefers Law Firm to retain original estate planning documents. If the Parties decide that Law Firm will retain specific original estate planning documents, Law Firm reserves the right to return documents to the Client by delivering the documents to last known address of the Client. It is the duty of the Client to keep a current address on file with the Law Firm in case the Law Firm is no longer able to retain original estate planning documents. If Parties agree that law firm will retain the original estate planning documents, the Law Firm has no responsibility for finding out whether there is a need to probate a will or deliver any of the documents unless there is actual notice of the need.

**2.10 Changes in the Law/Periodic Review of Estate Plan.** Parties acknowledge that Law Firm does not have the duty to keep the Client informed of changes in the law even if the changes directly affect the legality of any of the documents prepared for the Client's estate plan. However, Law Firm does reserve the right to contact the Client voluntarily regarding a periodic review of the Client's estate plan. Parties agree that this provision is valid even if the Law Firm retains the original estate planning documents of the Client.

**2.11 Process in Event of a Dispute Between Attorney/Client.** Any dispute between the Parties with regard to any of the performance of estate planning services will before resorting to litigation or arbitration be submitted to mediation in Lubbock County, TX. The mediation will proceed in accordance with the rules of alternative dispute resolution set forth under Texas state law. Any information, negotiation, and results of mediation will remain confidential.

### **III. ETHICAL CONSIDERATIONS**

In preparing Client's estate plan Law Firm assumes that family, financial, and other information provided by the Client is correct. Parties also assume that there are no conflicts of interest except what has been discussed in this engagement letter. Client agrees to disclose any conflicts that develop during the course of representation.

**3.1 Citizenship.** Client is a U.S. Citizen.

**3.2 Rules of Professional Conduct for Attorneys.** The State Bar of Texas describes the duties that an attorney owes a client and explains what a client can do if a rule of professional conduct has been violated. For more information regarding the professional conduct for attorneys please visit the State Bar of Texas web site at [www.texasbar.com](http://www.texasbar.com).

**3.3 Duty to Ask Questions and to Understand Estate Plan.** Client agrees to have read this engagement letter and that the Client has a duty to ask questions with regard to any term that the Client does not understand. The Client agrees not to sign or rely upon any document prepared by the Law Firm without first understanding the document.

**3.4 Circular 230 Disclosure.** Client agrees that formal written tax opinions issued by Law Firm are not within the scope of this engagement. However, any communication from Law Firm that is regarded as informal tax advice is intended for only the Client’s use and cannot be used by any person for the purpose of avoiding tax penalties that may be imposed on that person.

If the following is an accurate description of our entire agreement to perform your estate planning services, please acknowledge this agreement by signing and dating this document in the space provided below labeled “Client’s Name”. We have provided an extra copy of the following agreement for you to keep for your personal records. If you have any questions please do not hesitate to call me.

Thank you for trusting us with the opportunity to perform your estate planning services. We look forward to working with you.

Sincerely,  
**Attorney Name**  
RLT LAW OFFICE, L.L.P.  
ATTORNEYS AT LAW  
1016 Red Raider Street  
LUBBOCK, TX 79416

**AGREED AND ACCEPTED**

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Client’s Name                      Date