

MICHAEL A. KOENECKE

ATTORNEY AND COUNSELOR

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**LEGAL SERVICES AGREEMENT**

The purpose of this document is to set forth the terms of my legal representation of you.

1. **Scope of Representation.** You have asked me to help you with planning your estate. This representation will include the following:

a. Drafting your estate planning documents, based on the information you have provided to me. Your estate planning documents will include:

☐ Revocable Living Trust

☐ Last Will and Testament

☐ Declaration of Guardian

☐ Declaration of Guardian for Children

☐ Anatomical Gift Declaration

☐ Appointment for Disposition

☐ Statutory Durable Power of Attorney

☐ Medical Power of Attorney

☐ HIPAA Authorization

☐ Directive to Physicians ("Living Will")

☐ \_\_\_\_\_

☐ \_\_\_\_\_

b. Transmitting and/or delivering these drafts to you, answering any questions that you may have, and making corrections and changes as needed.

c. Preparing final drafts of the documents for signing and supervising your execution of the final documents.

d. Providing you with instructions on how to coordinate your life insurance and retirement plan beneficiary designations with your estate planning documents.

2. **Drafts, Timetable, and Fee.** I will transmit and/or deliver drafts of your documents to you for your review in one of the following ways:

☐ PDF files (*Web page password:* \_\_\_\_\_) ☐ Physical Documents

You will have your information to me by: \_\_\_\_\_.

If the retainer is received by the above date, my fee will be: \_\_\_\_\_.

I will get document drafts to you by: \_\_\_\_\_.

You will respond with comments by: \_\_\_\_\_.

We will have documents signed by: \_\_\_\_\_.

3. **Excluded from Representation.** My representation of you is limited to matters described above, and I owe you no duty of ongoing representation in this or other matters. My duties to you under this agreement will end when I have sent you your completed documents and you have had two weeks to review them for accuracy. After that time, my representation of you will cease, and I will owe you no duty to update your plan or to notify you of law changes which may affect you. Any future representation is not a part of this engagement and will be covered by a separate agreement.

4. **Fees and Billing Procedure.** I will perform the services described above for the stated fee. You agree to pay this fee up front and I will begin work on your behalf when I receive this payment. This fee will be considered to be fully earned when you sign the documents described above, or, if sooner, thirty (30) days after I first deliver to you proposed drafts of the documents described above. Fees may be paid by check, Zelle (to **mike@koeneckelaw.com**), or by e-check or credit card at <http://pay.koeneckelaw.com>. If any amounts are paid by credit card, you agree and acknowledge that those amounts are not eligible for a refund or chargeback for expenses paid

and legal services performed, and that any refunds will be given by check, if warranted.

5. **You Are My Client(s).** You, and you alone, are my client(s). I owe no duty to your family members or to your potential estate beneficiaries. In the event there are two of you, the possibility of a conflict between you exists: you agree and acknowledge that, since I am representing both of you, no communication either of you has with me can be kept confidential from the other of you; further, if a conflict develops between the two of you, I may decline to continue to represent you.
6. **Review and Retention of Documents.** I will prepare documents using the information you provide: if there are errors in names or other personal information in the drafts, it is your responsibility to notify me of them before the final document set is produced. I will not retain any physical documents in your file, and will return any original documents provided by you as soon as is practicable.
7. **Confidentiality and Disclosures.** In signing this agreement, you authorize me to discuss your estate planning and share your confidential information: (1) with other professional advisors to you (such as your CPA, financial planner, insurance agent, etc.); (2) with persons named as an agent, trustee or other fiduciary in estate planning documents signed by either of you or prepared at your request; and (3) if your mental capacity is in question, with your immediate family members, your health care providers, and other interested persons. You further agree that we may share confidential information as outlined above even though this may adversely impact the attorney-client privilege.
8. **Termination of Representation.** Either of us can terminate this relationship at any time for any reason by giving written notice to the other party. My representation of you will terminate immediately upon the giving of this notice by either party. Upon your termination for any reason, you agree to pay my fees through the date of termination calculated at a rate of \$275.00 per hour. Upon my termination for any reason, you will have no further responsibility for my fees.
9. **Grievances.** The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar will provide you with information about how to file a complaint. For more information, please call toll-free (800) 932-1900.

I look forward to working with you on this matter. If you want me to represent you, and if you agree to the terms of this agreement, please sign one copy of this agreement and return it to me with the retainer amount. The other copy is for your records.

DATED: \_\_\_\_\_.

Sincerely yours,

Michael A. Koencke

ACCEPTED AND AGREED:

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