

**MICHAEL A. KOENECKE**

**ATTORNEY AND COUNSELOR**

P.O. BOX 830190

RICHARDSON, TEXAS 75083-0190

972-387-2904

MIKE@KOENECKELAW.COM

**LEGAL SERVICES AGREEMENT**

Date: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / E-Mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Telephone / E-Mail: \_\_\_\_\_

1. **Attorney Retained:** The client retains Michael A. Koenecke, Attorney, to provide legal services in connection with the probate and administration of an estate.
  
2. **Hourly Rate plus Expenses:** The attorney’s fees shall be \$250.00 per hour. If this matter requires representation in excess of twelve months the attorney may increase his hourly rate in the normal course of business with due notice to the client. The client further agrees to assume and pay for all out of pocket disbursements incurred in connection with this matter. These shall include filing fees, witness fees, expert fees, travel, sheriff and constable fees, expense of deposition, investigative expenses, and mileage outside Dallas County, Texas, at 40 cents per mile. The cost for each letter sent by certified mail is billed as \$7.50. The attorney agrees to obtain the client’s prior approval before incurring any disbursement in excess of \$500.00.
  
3. **Statements.** Itemized statements will be submitted monthly. All accounts are due and payable within ten days of the date of invoice. All disbursements will be borne by you and reimbursed as they have been incurred. All sums due and to become due under this agreement are payable to Michael A. Koenecke, Attorney at the above address in Dallas County, Texas, or fees may be paid electronically by credit card or (preferably) e-check at <http://pay.koeneckelaw.com>.
  
4. **Retainer Deposit and Billing:** In order to secure the attorney in the payment of its fees, costs, and expenses, the client has agreed and does herewith deposit with the attorney an initial retainer in the amount of \$1,500.00, which shall be immediately deposited in the attorney’s IOLTA trust account. The billings required in the preceding paragraph shall be prepared and mailed to the client on or about the first day of each month and will be charged against the retainer. When such retainer has been depleted to any extent, then the client shall immediately make an additional deposit to restore the retainer to the amount of \$1,000.00. In the event that, upon either the completion of the matter of the termination of the attorney’s representation of the client and the total costs of the legal

services, costs and expenses incurred by the attorney shall be less than the amount the retainer paid by the client except any initial retainer, the balance shall be refunded to the client by the attorney. If any amounts are paid to the attorney by credit card, the client agrees and acknowledges 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. **Discharge.** If the attorney is discharged by the client prior to the conclusion of this representation, the attorney is entitled to be thus compensated for his reasonable services, costs, expenses and disbursements.
  
6. **Duties of Executors, Administrators and Guardians:** By entering into this contract signing below client acknowledges that client has now been informed that by accepting the duties of a fiduciary (i.e. executor, administrator or guardian) that certain duties are being accepted as duties owed to other parties. Among the duties are the following:
  - a. Client must file a bond with the Probate Court in an amount set by the Probate Court unless the will waives the requirement of posting a bond - AND YOU ARE STATING YOU BELIEVE YOU QUALIFY AS BONDABLE;
  - b. Client must provide notice to every known secured creditor by certified mail and by publishing a Notice to Creditors within thirty (30) days of qualifying as a fiduciary-qualification usually requires signing of the oath and filing of a bond, the notice establishes a four month statute of limitation for unsecured creditors. Attorney will perform this duty based upon costs incurred and hourly attorney fee;
  - c. It is the duty of the client to provide and file with the Court an inventory and appraisal of each asset on the inventory along with a List of Claims that the estate has against third persons within ninety (90) days of qualification, or an affidavit in lieu of that inventory;
  - d. By accepting the position of a fiduciary, client owes many duties to the estate, ward or beneficiaries, among these are the duties to keep beneficiary informed, to perform no act of self dealing, to act solely for the best interest of the beneficiary or ward and no act may be done without express approval of the court, unless the will states you are an independent administrator. As your attorney, Michael A. Koenecke will assist you in preparing all pleadings and other duties as you instruct, but the duty to provide the necessary information is yours.
  - e. It is the duty of the fiduciary to prepare, or hire someone to prepare, and file all necessary tax returns. Attorney can handle this for the client, if requested.
  - f. If Client is to act as a Guardian, Client agrees that all financial accounts, including savings accounts, bank accounts, mutual funds or any other monetary account shall

list the office address of Michael A. Koenecke as the mailing address of client.

7. **Termination at Will of Either Party:** The client's employment of the attorney is at the will and discretion of the client. The attorney's continued representation of the client is at the will and discretion of the attorney, subject to the court's authority to approve or deny application of the attorney to withdraw; providing however, the termination of employment by the attorney will not be done under circumstances that prejudice the fundamental rights of the client.
8. **Binding Contract:** This contract is binding the parties hereto, their successors, executors, administrators and heirs and may not be altered or amended except in writing signed by all the parties hereto.
9. **Waivers of Privileges for Purpose of Client Notification.** Client understands that in order to protect Client's interest in the event of disability or death of lawyer, it may be necessary or appropriate for a personal representative (including someone acting under a power of attorney) or another lawyer who is retained by any such person or by Lawyer to have access to Client's files and records in order to contact Client, to determine appropriate handling of Client's matters and of Client's files, and to make referrals with Client's subsequent approval to counsel for future handling. Client grants permission and waives all privileges to the extent necessary or appropriate for such purposes.
10. **Further Services.** Furthermore, in the event of lawyer's death or disability, if further services are required in connection with Client's representation and another lawyer is subsequently engaged by Client, Client expressly authorizes the division of fees based on a proportion of work done for responsibilities assumed by each. Such division specifically authorizes the payment of fees and expenses to Lawyer's estate, personal representatives, and heirs.
11. **Original Documents.** Lawyer shall return all documents provided by Client and shall provide true and correct copies of all original documents generated in connection with his representation of Client.
12. **File Retention.** Lawyer may destroy any of Client's files at anytime with Client's written consent and, in any event, after five years from conclusion of the representation. During that five-year period, Lawyer shall make such files available to Client for copying.
13. **Death or Disability of Attorney.** Client specifically authorizes Successor's attorneys, agents or other duly authorized representatives as set forth above, to contact client by telephone or by mail to notify client of lawyer's death or disability and the possible need to contact client without regard to any criminal laws or administrative rules of the State Bar of Texas. It is Lawyer's understanding of the State Bar of Texas Rules of Ethics that this contact may need to be made even after termination of representation by performance of duties or by choice of Client or Lawyer and Client so authorizes such

contact.

### NOTICE TO CLIENTS

14. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900.

SIGNED effective the day and date first written above.

ATTORNEY

CLIENT

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Michael A. Koenecke, Attorney

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