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Legal Representation Letter – Flat Fee Probate

**PERSONAL AND CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED
PLEASE READ VERY CAREFULLY**

RE: Probate Representation Engagement Letter

ARTICLE 1

Introduction

Pursuant to Firm policy, and because I also think it is in your best interest, I am sending you this engagement letter. The principal reason for the use of an engagement letter is the need for full disclosure in a world where such disclosure is now expected and required for ethical reasons, especially in an area as sensitive as estate planning. This letter is designed to set forth the terms of my engagement to represent you in your probate matter. This engagement letter is designed to benefit us both. Among other things, it sets forth the scope of our mutual involvement in the process, so that neither of us will be undertaking obligations to each other that we did not intend to assume.

ARTICLE 2

Scope of Involvement And Terms of Engagement

This letter is a contract (“this Agreement”). Further, even if this letter is not signed —whether through oversight, or because it is misplaced, or other reason— you must understand that unless we otherwise agree in writing, then if I undertake to represent you or to perform legal services on your behalf nevertheless, and you consent to it, implicitly or explicitly, by allowing me to do so without advance written objection, then such representation or other work performed will be subject to the terms set forth in this letter.

2.1 Engagement Does Not Cover State Laws Outside of Texas or Arkansas. I am licensed to practice law in Texas and Arkansas. I can give advice about Texas law, Arkansas law and federal law (e.g., federal estate and gift tax). I cannot and will not give any advice, or be retained to give advice, regarding the law of any other jurisdiction.

2.2 Scope of Engagement. The Firm is hereby engaged by you to provide advice and consultation, as and when specifically requested, regarding legal matters associated only with **Probate as either Muniment of Title or Independent Administration.**

2.3 Term of Engagement. This contract may be terminated by either Attorney or Client at any time, without penalty or liability. There is no implied representation that we can or will provide any further service beyond the engagement period and scope of service without first negotiating a new contract in writing. However, this Agreement will control all future work except to the extent we have otherwise agreed in writing. As a general rule, the “engagement period” will end at the very latest when the final probate papers have been filed with the court, and a hearing has been completed. Further, in no event will the engagement period extend beyond five years.

2.4 Fees. My flat fee rates are as follows:

Independent Administration of Will	\$1500.00
Court costs	<u>\$ 354.00</u>
Total	\$1834.00

OR

Probate as Muniment of Title	\$1000.00
Court costs	<u>\$ 281.92</u>
Total	\$1281.92

Additional Services

Updated Will and POAs for Single Person	\$600.00
Transfer on Death Deed	\$300.00

Hourly Rate \$275.00 x _____ hours = _____

TOTAL RETAINER ENCLOSED \$ _____

Recording fees and certified copies of documents are not included and are payable directly to the appropriate county clerk.

2.5 Confidences. We will not disclose any information whatsoever to anyone other than you except as specifically permitted by you or impliedly authorized in order to fulfill representation. We reserve the right to refuse disclosure of confidential and privileged information under any condition or circumstance. Basically, I will consider all of our communications to be totally confidential, except as I believe necessary to further your interests.

2.6 Duty to Read and Review Documents. It will be your affirmative duty to give all documents prepared by me a comprehensive review both before and after they have been signed and before the engagement ends and to visit with me about any document or provision you do not understand. You will review the documents carefully and thoroughly and will call me with any changes to make within a few days of receipt.

Some of the documents I prepare may be complex to read and understand. Again, by signing this engagement letter, you promise that you will read and review the documents thoroughly before they are signed. No attorney is error-proof. Your thorough review of the documents is important

to ensure that I have followed your directions and objectives and that we have properly recorded all essential information. Any changes made due to our error will be made without cost to you.

2.7 Ownership of “the File.” At your request, your papers and property given by you to us will be returned to you promptly upon receipt of payment for outstanding fees and costs. We will see to it that you have copies of all relevant correspondence and final legal documents that are connected with our representation of you. We will nevertheless, supply you with additional copies of correspondence and other documents previously given to you in the course of our representation, provided you reimburse us for the copying charges. It is agreed, however, that our own files, including notes, drafts, research materials, internal memoranda, and other lawyer work product, whether or not created during the course of our representation of you, will belong to the Firm, and will not be subject to copying or delivery to you.

2.8 Retention of Documents. At completion of engagement, Attorney does not keep any original or copy of the drafted documents, and it is the Clients’ responsibility to ensure the original and copies are kept in a safe place.

2.9 Duty to Ask Questions. In signing this Agreement, you affirmatively represent and promise that you will read the documents, will ask questions when in doubt about the meaning of any document or term, and will not sign the documentation until you understand the documents.

2.10 Effect of Failure to Sign. If you do not sign this Agreement, and another contract that is mutually agreeable and signed by me is not substituted in its place, and if I nonetheless proceed to act as your attorney with your apparent permission, I will assume that the failure to sign is an oversight unless you notify me otherwise in writing. Therefore, if I represent you with respect to the matters within the scope of this engagement letter, it will ordinarily be under the terms set forth above, unless this letter has been superseded by another one.

Yours very truly,
Wanda I. Smith

If you accept the terms of this engagement letter please sign the original where indicated below.

TERMS OF AGREEMENT ACCEPTED BY CLIENT

Signature:

Date Signed:

Attorney Signature:

Date Signed:

Retainer Received: _____

Check # _____