



WANDA SMITH LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY

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*Wills ~ Trusts ~ Estate Planning ~ Guardianship ~ Probate*

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## Legal Representation Letter – Wills & POAs

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

### **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 engagement letter is designed to benefit us both. Among other things, it sets forth the scope of our mutual involvement in the estate planning 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.

The following is a list of what you and I agree to do and what we do not agree to do.

**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 drafting your Wills and to discuss the suitability of whether a Transfer on Death Deed is appropriate for your situation.

It is anticipated that I will prepare (perhaps among other things) Combination Directive to Family and Physician, HIPAA Authorization, Medical Power of Attorney, Durable Power of Attorney, Last Will and Testament, and Memorandum on Personal Belongings.

**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 estate planning documents you ask us to draft have been signed, and, if applicable and if later, when any other undertaking we have specifically agreed to perform (e.g., beneficiary designation work, funding of trusts, etc.) has been completed to your satisfaction. (However, the engagement period may end before such date.) Further, in no event will the engagement period extend beyond five years.

**2.4 Fees.** Most services are billed at a flat fee. One half of the fee is due when attorney is engaged with the balance due at the time of the Will signing.

- **Basic Will Packet - \$600 (single) or \$1000 (married)**  
A basic Will package includes a Will with a Memorandum of Personal Belongings, a Durable Power of Attorney, and a Medical Power of Attorney (with HIPPA release). This includes the Will signing when client provides the two witnesses that will be needed. Small additional fee (\$30) if the Will signing will occur at one of my offices and I provide the witnesses.
- **Optional Advanced Estate Planning - \$50.00 each/per person**  
Appointment for Disposition of Remains  
Advanced Medical Directive  
Self-Selection of Guardian  
Out-of-Hospital Do Not Resuscitate Order  
Special Durable POA for Real Estate Transactions
- **Life Estate Deed or Transfer on Death Deed - \$300 + county recording fee**
  - A **Life Estate Deed** (sometimes referred to as a Ladybird Deed) conveys your home to a beneficiary while you retain a life estate (the right to remain in the house during your lifetime.)
  - A **Revocable Transfer on Death Deed**, conveys your home upon your death immediately to your beneficiaries outside of the Probate Process. Home ownership is the major reason most estates need to file Probate.

**2.5 Discussion of Nonprobate Assets.** Nonprobate assets are assets that do not pass under a Will. Examples would include life insurance, joint tenancy bank accounts, IRAs and deferred compensation arrangements (such as a benefit under a qualified plan). No estate planning advice is included in the flat fee, and advice is limited to reminding client(s) to review each account and ensure the named beneficiary is still valid.

**2.6 Who is My Client/Use of Pronouns.** Unless otherwise clearly indicated by the context, the words “Attorney,” “the Firm,” and all first person pronouns (“I”, “we”, etc.) used in this letter,

refer to LAW FIRM, and to any person employed by or in partnership with any of them in the practice of law. The term “Client” or “you” refers to you only. We will assume no duty whatsoever to any other person or enterprise, nor any other member of your family, not identified as the Client above.

**2.7 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.

**2.8 Duty to Read and Review Documents.** It will be your affirmative duty to give all documents prepared by us 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 weeks of receipt. I will make any changes that you request within 2-3 weeks of your request if at all possible.

Some of the documents we 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 insure 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.

**2.9 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.

**2.10 Retention of Documents.** 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.

### **Ethical Considerations and Conflicts of Interest**

In beginning and completing your work, we will assume that the family, financial and other information you provide is complete and correct. We will assume that there are no conflicts of interest, other than as discussed in this engagement letter, and you affirmatively promise to disclose any conflicts that develop during the course of our representation.

**3.1 Rules of Professional Conduct for Lawyers.** There is a brochure prepared by the State Bar of Texas and available on their website, that answers some of the common questions about the duties that an attorney has to a client and about what a client can do if a rule of professional conduct has been violated.

**3.2 Duty to Ask Questions and to Understand Estate Plan.** It is not uncommon for those who are passively involved in an estate planning endeavor to sign documents without thoroughly reading or understanding what they have signed. This cannot happen in this engagement. In signing this Agreement, each of you affirmatively represents and promises that you will read any documents I prepare, will ask questions when in doubt about the meaning of any document or term, and will not sign or rely upon a document prepared by me until you understand the document.

**3.3 Duty to Ask Questions.** It is not uncommon for those who are passively involved in a legal matter to sign documents without thoroughly reading or understanding what they have signed. This cannot happen in this engagement. In signing this Agreement, each of you affirmatively represents and promises that you will read the documentation, 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.

**3.4 Retainer.** We require an initial retainer of half due at time of engagement with full payment due at time of execution of the Will. Until utilized or refunded, we will hold the retainer in an IOLTA trust account (Texas Interest on Lawyers' Trust Account) under the Equal Access to Justice Program. See <http://www.txiolta.org>.)

**3.5 Changes in the Law/Periodic Review of Estate Plan.** It is virtually impossible to advise all of our clients of changes in the law, even if those changes directly affect an estate plan or the legality and effectiveness of any document that we may have prepared. Although we may from time to time voluntarily contact you regarding your estate plan or the legality or effectiveness of a document that we may have prepared for you, we do not undertake to be legally bound to do so. Therefore, after a document has been signed, we will assume no further obligation with respect to it, whether or not we retain the original. This means, for example, that it will be necessary for you to keep in touch with us from time to time, if you wish for us to continue to represent you and if you wish to be informed of changes in the law and related matters.

Nor can we assume responsibility for probating your Will if no one engages us and actually informs us of the need to do so. This is true whether or not we retain the original signed estate planning documents.

**3.6 Multiple Counterparts.** This Agreement may be signed in duplicate (multiple counterparts), in which case, any one counterpart may be deemed an original for all purposes. I have signed both the printed copy and the photocopy, since both may be treated as originals under this Agreement.

**3.7 Return of One Contract.** If you find this Agreement acceptable, please sign one of the counterparts of this letter, and return it to me, along with the agreed retainer.

**3.8 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.

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

**Legal Services - Flat Fee Services**

Basic Packet – consultation, will, Medical POA, Statutory POA, Medical Directive with HIPPA

Single -Will & POAs	\$600.00
Married – Wills & POAs	\$1000.00

**Advanced Planning Docs** - \$50 each/ per person when added to basic packet  
Appointment for Disposition of Remains (recommended for those being cremated)  
Declaration of Guardian in Event of Later Capacity  
Declaration for Mental Health Treatment  
Out-of-Hospital DNR  
Special Durable POA for Real Estate Transactions

**Deeds - \$300.00**

Transfer on Death Deed – home transfers at death, outside of Probate  
Gift Deed  
Enhanced Life Estate Deed (Lady Bird Deed)

Hourly rate for non-flat fee services \$275/hr.

**One-half of Total Due at time of Engagement:** \_\_\_\_\_

**TERMS OF AGREEMENT ACCEPTED BY CLIENT**

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Attorney Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_