*Note: This is a sample form only and is written for the general purposes of facilitating clear expectations and avoiding misunderstandings between an attorney and client. It is not intended as legal advice or opinion and will not provide absolute protection against a malpractice action.*

**ENGAGEMENT LETTER: Estate planning**

[Date]

[Client Name]

[Client Address]

[Client Address]

Re: Engagement for Legal Services

 File ID:

Dear [Client’s Name]:

We are pleased that you have asked the firm to serve as your counsel. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter and the enclosed Standard Terms of Representation will constitute the terms of our engagement. Again, we are pleased to have the opportunity to serve you.

**Client(s).** The two of you will be our only clients in this matter.

**Scope of Engagement.**  Our representation will be limited to the specific matters described in this paragraph. You are engaging us to represent you both, and we agree to represent you both for the purpose of drafting new estate planning documents for each of you (hereinafter referred to as the “matter” or “engagement”). \*\*[See below for estate administrations]

**Nature of Relationship.**  Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

**Fees and Expenses.**  Our fees will be based primarily on the following hourly rates for attorneys and paralegals devoting time to this matter:

 [Attorney Name]: Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Paralegal Name]: Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General Waiver of Conflicts.**  As you may be aware, our law firm represents many other companies and individuals. This confirms your agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you in this matter or any other matter for which you may subsequently engage our firm, even if the interests of such clients in those other matters may be directly or indirectly adverse to you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

**No Continuing Updating Obligation.**  Upon our submission to you of our final bill, this matter will be treated as completed. Of course, after your estate planning documents have been signed, we would be pleased to respond at any time thereafter to your request that we review your estate plan, and/or the then applicable estate tax provisions and other relevant laws, for the purpose of determining whether we would suggest any changes. Indeed, we strongly recommend that you consult us, or some other lawyer of your choice, for that purpose at least once every three (3) years.

**Joint Representation of Spouses.** We have explained to you that each of you could choose to be represented by separate counsel who would advocate for his or her individual client’s interests. You have, however, requested and consented to our representation of both of you in connection with your estate plan. Based on our discussion, each of you understands the need for full disclosure and candor in our discussions with one another. Thus, any communication and information we receive from or about either of you that is relevant to your wills and your estate plan will not be kept confidential from the other.

In the interests of efficiency, you may choose to communicate with us primarily through one of you, in which event we will provide any necessary explanation of issues to that individual. Of course, we will respond at any time to any questions put to us by either of you. Our experience has been that it is unlikely, but not impossible, that a relatively serious difference of opinion or disagreement might arise between the two of you in the development of your estate plan, and in that event considerations of legal ethics might compel us to cease representing both of you. If that happens, we will promptly notify both of you that we cannot continue to represent either of you in connection with your estate plan or any other matter that is related to your estate plan.

**Sending Funds via Electronic Transfer.** Before sending any wire, call our office at (\*\*\*) \*\*\*-\*\*\*\* to verify the instructions. We will not change wiring instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact our office immediately. Failure to follow this procedure endangers your funds.

If the foregoing and the enclosed Standard Terms of Representation accurately state the terms of our engagement, please sign the enclosed duplicate of this letter and return to me. If the foregoing and the enclosed Standard Terms of Representation do not accurately state the terms of our engagement, please let us know immediately, and do not proceed to use our firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner

Enclosures

The foregoing letter accurately states the terms of our engagement of [firm name] to represent us in connection with the matter described above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Client Name Date

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Client Name Date