

**ESTATE PLANNING- 2018 FLAT FEE SERVICES**

NAME: \_\_\_\_\_ (“Client”)

Flat fee services are offered to clients who successfully complete the “Will Information Sheet” in its entirety. Included in the flat fee are those documents listed in the appropriate tier and a one hour appointment with an attorney to properly execute and learn how to successfully use the documents. Any services provided beyond those listed will be billed to the client at the Attorney’s regular hourly rate as provided in paragraph 1.

YOUR ATTORNEY WILL DECIDE WHICH BOX IS APPROPRIATE FOR YOU

<p>_____ TIER ONE: \$600 - Married Couple \$400 - Single Person</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>▪ Will</li> <li>▪ Health Care Power of Attorney</li> <li>▪ Financial Power of Attorney</li> <li>▪ Living Will</li> <li>▪ Marital Property Agreement (if married)</li> <li>▪ Designation of TOD Beneficiary for primary residence (+ \$35 filing fee)</li> </ul>	<p>_____ TIER THREE: \$1,250 - Married Couple \$1,000 - Single Person</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>▪ Pour over Will</li> <li>▪ Revocable Trust (minimal restrictions)</li> <li>▪ Health Care Power of Attorney</li> <li>▪ Financial Power of Attorney</li> <li>▪ Living Will</li> <li>▪ Marital Property Agreement (if married)</li> <li>▪ Designation of TOD Beneficiary for primary residence (+ \$35 filing fee)</li> </ul>
<p>_____ TIER TWO: \$700 - Married Couple \$500 - Single Person</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>▪ Will with simple testamentary trust</li> <li>▪ Health Care Power of Attorney</li> <li>▪ Financial Power of Attorney</li> <li>▪ Living Will</li> <li>▪ Designation of TOD Beneficiary for primary residence (+ \$35 filing fee)</li> </ul>	<p>_____ TIER FOUR: \$2,000 - Married Couple \$1,750 - Single Person</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>▪ Will</li> <li>▪ WISPact/Special Needs trust</li> <li>▪ Health Care Power of Attorney</li> <li>▪ Financial Power of Attorney</li> <li>▪ Living Will</li> <li>▪ Marital Property Agreement (if married)</li> <li>▪ Designation of TOD Beneficiary for primary residence (+ \$35 filing fee)</li> </ul>

\_\_\_\_\_ \$75 – Each additional Designation of TOD Beneficiary or Transfer on Death Deed.

\_\_\_\_\_ \$100 – Each additional Quit Claim Deed, Termination Of Decedent’s Interest, Warranty Deed, Personal Representative’s Deed, Trustee’s Deed

\_\_\_\_\_ Deed Search (price varies depending on county)

**TOTAL AMOUNT DUE FOR ESTATE PLAN: \$ \_\_\_\_\_**

I agree to the pay this amount in exchange for the services listed and to the terms and conditions as stated herein.

\_\_\_\_\_

1. Attorney Fees. If the attorney determines, in her sole discretion, that Client is not eligible for flat fee services, or Attorney performs services outside the scope of the services provided in exchange for a flat rate, Client agrees to pay attorneys for the time spent in performing services. Client further agrees the hourly compensation rate will be based on the rate schedule for matters of this type maintained by the Firm and customarily charged for similar services at the time these services are performed. Currently, the Firm's standard hourly rates are as follows:

\$290/hour Christopher Sitzmann	\$210/hour Sara Micheletti	\$100/hour paralegals
\$210/hour Andrew Micheletti	\$190/hour Paul van Berkel	

Our rates are reviewed each year and may be adjusted in January. Client understands the attorneys will keep complete and accurate time records indicating the services performed. Client agrees the hourly rate schedule may be revised during the pendency of this matter provided the charges to me are those customarily charged by my attorneys for matters of this type. Client agrees that if the Firm receives a payment from Client but no amount is currently due, the payment will be deposited into the Firm's trust account and treated as an advanced fee. This advanced fee will be held in the Firm's trust account until earned. Any unused advanced fee is refundable.

2. Fees, Costs and Disbursements. Client agrees to pay any and all Filing Fees, costs and disbursements Firm makes on Client's behalf. Client agrees to reimburse the Firm for any disbursements and costs incurred on Client's behalf such as recording fees. Client understands they will be charged for any Attorney or firm staff member's travel time to and from the Firm office.

3. Initial Consultation. Client understands and agrees that any telephone conferences and office conferences that Client had with the attorney or paralegal before signing of this Fee Agreement will be billed to me and will appear on my first billing statement.

4. Communications. Client understands they will be charged for telephone conversations, e-mail communications, and voicemail messages based on the amount of time spent; however, there will be a minimum charge of .1 hours for each telephone conversation, e-mail communication, voice mail message or any other communication. Client agrees that communications may take place between the attorney and me by e-mail, and Client specifically agrees that there is informed consent that communications may be made between the attorney and me through the use of e-mail. Client is advised to use a confidential email address. Work emails, access to personal email at work and access from other public computers may not be confidential. Client is also advised to refrain from posting information relevant to the representation on social media, blogs, or other websites owned and/or controlled by third parties.

5. No Tax Advice. Client understands that the Firm is not being retained to give specific tax advice and that the Firm does not have expertise in this area. The Firm does not provide tax advice regarding completion of income tax returns, capital-gains tax consequences and other tax matters. The Firm specifically encourages and advises Client to retain a qualified accountant or CPA to advise Client in all tax matters.

6. Billing Statements and Payments. A final billing statement will be sent upon completion of the matter. If you matter extends for more than 2 months, monthly billing statements may be sent to Client. The due date for payment for each billing statement must be paid in full 10 days after the date of the statement. Client understands that if they do not pay the balance due, in full, within 10 days, a late-payment charge of 1.5% per month (annual percentage rate of 18%) may be added to the balance due. The late-payment charge will be computed based on the previous balance at the beginning of the billing cycle less all payments and credits posted during the billing cycle. Client agrees to pay all Firm's reasonable attorney fees, collection fees, costs and any other fees incurring by the Firm for collection attempts of any amounts outstanding from this or any subsequent agreement or representation, whether Firm is successful or not. Any and all legal proceedings concerning this Agreement shall be commenced and decided in Outagamie County, Appleton, Wisconsin. Client irrevocably submits to the jurisdiction of such court and waives any objection that such court is an improper or inconvenient forum. Client understands that Firm does not accept post-dated checks and agrees not to issue postdated checks to the Firm for payment of any invoice or trust deposit. Client understands that any fees charged to the Firm by any banking institution as a result of postdated or returned checks will be the responsibility of the client. Payments received will be applied to the oldest amount due, unless otherwise indicated by the client in writing.

7. Entire Agreement of the Parties. This Fee Agreement embodies the entire agreement of the parties with respect to the Attorney Client payment and billing arrangements. It is agreed that the terms, conditions, and stipulations of the agreement will not be modified or revoked unless by written agreement signed by both parties, and attached to and made a part of this agreement. Client acknowledges that, in addition to having read this agreement in its entirety, Client has had the opportunity to ask and have answered by the attorney all questions Client has concerning the agreement. Client understands the agreement and considers the agreement to be fair and reasonable.