

GOODMAN LAW FIRM

Fee Agreement

(Probate – Representation of Personal Representative)

The undersigned hereby employ(s) an attorney member of GOODMAN LAW FIRM ("GLF," or "Attorney"), of Prescott, Arizona, to represent me/us ("Client") in connection with the Estate of:

[] The fee for an **informal probate** proceeding is the greater of the sum of four thousand dollars (\$4,000.00) or four percent (4%) of the gross value of the Estate ("Estate Value"). A fee advance ("Fee Advance") in the amount of four thousand dollars (\$4,000.00) is due and payable at the time Attorney is engaged. The Fee Advance is earned when the proceedings are initiated. The balance of the fee, if any, is due at the time the Inventory and Appraisal is due. The fee does not include the provision of "extraordinary services."

[] The fee for **non-probate property transfers** is the greater of the sum of one thousand dollars (\$1,000.00) or two percent (2%) of the gross value of the Estate ("Estate Value"). A fee advance ("Fee Advance") in the amount of one thousand dollars (\$1,000.00) is due and payable at the time Attorney is engaged. The Fee Advance is earned when the property transfer document(s) are prepared. The balance of the fee, if any, is due at the time the appraisal is prepared (if any), the Arizona Department of Revenue Form 74 (if any) is filed, or the property transfer occurs, whichever first occurs. The fee does not include the provision of "extraordinary services".

The **"Estate Value"** shall be determined by appraisal, market value, sales price, Assessor's Property Valuation (at date of death), the Inventory and Appraisal or the Arizona Department of Revenue Form 74, whichever is larger, without reduction for liens, debts and encumbrances. In addition to the Fee Advance, Client shall provide GLF with an advance of money for out-of-pocket expenses ("**Cost Advance**") such as filing fees, publication fees, certification fees, copy fees, delivery fees, government fees, etc. The Cost Advance shall be not less than two hundred fifty dollars (\$250.00). The Cost Advance is due at the time Attorney is engaged. "**Extraordinary services**" are those services provided relating to matters other than the ordinary and customary non-probate property transfer or uncontested informal probate. Such matters may include Will contests, litigation, contested issues, contested hearings, advice concerning non-probate matters, and the like. If extraordinary services are provided, they will be billed on the basis of our customary Fee Agreement which may be found at: <http://www.goodmanlaw.com/pdf/feeagree.pdf>. Acceptance of extraordinary services will be deemed assent to the terms of the Fee Agreement. Once extraordinary services are provided Client shall sign and return the Fee Agreement as soon as possible.

Client shall provide Attorney with a lien, collateral or security in form acceptable to GLF to secure payment of fees. I/we remain fully responsible for all costs and out-of-pocket expenses incurred on my/our behalf, and I/we will from time to time advance or reimburse GLF for the same, upon presentation of such bills for payment. I/we agree that: a) all bills are due and payable upon presentation; b) any bill not disputed within fifteen (15) days of the date of the bill shall be presumed to be reasonable and correct; c) advance payments made by credit card may not be permitted and if permitted may be credited to my account for sixty-one (61) days or more after authorization to charge is received; d) all charges, costs and expenses relating to use of a credit card shall be borne by Client; and e) any bill not paid when due shall bear interest from the date thereof at the rate of eighteen percent (18%) per annum. If GLF incurs any cost or expense to collect any amount due, I/we agree to pay all such costs and expenses, including reasonable attorney's fees. I/we agree that GLF or its agents may, from time to time, obtain credit information relating to me/us. In the event of a fee dispute, I/we hereby agree to submit to fee arbitration before the State Bar of Arizona Fee Arbitration Committee if but only if GLF agrees in writing to submit to fee arbitration before the State Bar of Arizona Fee Arbitration Committee. This agreement does not cover other services such as counterclaims, cross-claims or cross-complaints. Attorney is not obligated to undertake any appeal. Client agrees that Attorney has made no representations concerning the outcome of the cause or causes of action and that Attorney has stated that all expressions relating to the outcome are matters of conjecture. If Attorney is of the opinion that the investigation discloses there is no legal liability or no reasonable prospect of recovery, then upon appropriate notice, Attorney will be permitted to withdraw from further representation without further obligation to client. Client hereby gives to Attorney a general and specific lien, in addition to any statutory lien, for that portion of any asset realized or recovered by Client which represents the attorney's fees, computed in accordance with this agreement, and any and all expenses, costs or disbursements advanced and incurred. In the event Client discharges Attorney, then Client shall pay forthwith to Attorney all costs, expenses and investigation costs incurred or laid out by Attorney together with the sum of two hundred fifty dollars (\$250.00) per hour for all time on this matter Attorney expended, and hereby gives to Attorney a lien upon the cause and claim for all said expenses, costs and time expended. Upon any recovery, all unpaid sums shall first be paid to Attorney before other sums or fees are paid from any settlement, compromise, judgment or verdict. I understand that **GLF** is an association of independent professional limited liability companies. Each lawyer has organized as a professional limited liability company under the laws of the State of Arizona. The personal liability of our members is limited to the extent provided in such laws. Goodman Law Firm, P.C., an Arizona professional corporation ("**GLF-PC**"), provides practice-management goods and services to the lawyers' professional limited liability companies; legal services are provided to clients by the lawyers through one or more professional limited liability companies. GLF-PC does not provide legal services. **I understand that no attorney-client relationship exists until and unless I/we and GLF sign this Fee Agreement and GLF or Attorney agrees in writing to represent me.**

Dated: _____, 20____.

Client Signature(s):

GOODMAN LAW FIRM:

By: _____
