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LIVING TRUST QUESTIONNAIRE AND RETAINER AGREEMENT FOR SINGLES

DESCRIPTION OF ESTATE PLAN DOCUMENTS AND FUNCTIONARIES

PLEASE READ THIS OVER CAREFULLY BEFORE FILLING OUT A QUESTIONNAIRE. IT WILL HELP YOU UNDERSTAND THE DIFFERENCE BETWEEN A WILL AND A TRUST, FOR EXAMPLE, AND DESCRIBES THE JOBS OF THE PEOPLE YOU WILL BE NOMINATING TO FULFILL CERTAIN FUNCTIONS.

A. OUR ESTATE PLANNING PACKAGES CONTAIN THE FOLLOWING:

WILL – If you do not have a trust, a Will tells the Probate Court what you want to happen to your assets after you die, and appoints an Executor to carry out those wishes. If you are setting up a trust, you only need a Will to the extent that you may have forgotten to put assets into the trust. Therefore, we draft what is called a “pour-over” Will which just means that you want all assets you forgot to put into trust during your lifetime to be put there upon your death. The trust in turn explains what you want to happen to your assets after you die, and appoints a Trustee to carry out those wishes (for this reason, most people appoint the same person to act as Executor and Trustee). If you follow our instructions and transfer your assets into your Trust during your lifetime, then Probate Court is avoided and the “pour-over” Will is primarily a safety feature.

LIVING TRUST - A document that protects your assets from Probate Court after your death, and which also gives you unlimited freedom as to the handling of your own assets during your lifetime because you appoint yourself Trustee for your lifetime (or until you become incapacitated). The person who sets up and funds a trust is called a "Settlor"; therefore, during your lifetime, you are both the Settlor and the Trustee. The trust also appoints a Successor Trustee in the event of incapacitation or death of the Settlor (usually the same person as your Executor, but it doesn't have to be). **The Trustee you nominate to take over when you are deceased will be the person who will be dividing and**

distributing your assets, or keeping them in trust for your beneficiaries. We also ask that everyone provide the name of their preferred banking institution in case none of the individuals nominated as Trustees can act (both Wells Fargo and Bank of America provide these services.)

PLEASE BE AWARE - A TRUST WILL NOT PROTECT YOU FROM PROBATE COURT UNLESS YOU TRANSFER ALL SIGNIFICANT ASSETS (WITH THE EXCEPTION OF ANY TAX-QUALIFIED RETIREMENT PLANS) INTO YOUR TRUST ACCORDING TO OUR INSTRUCTIONS TO YOU. The TOTAL amount of combined assets "outside" the trust cannot exceed $100,000 or the estate will have to go to Probate court. You can transfer your assets into your trust by addressing and mailing letters of request to each bank, broker, etc. who handles your funds - we provide the letters in your package when you come in to sign. We also provide a Grant Deed for one piece of real property to be put into trust; more than one piece of real property will require additional Deeds at $50 each. As you acquire significant assets or real property, transfer them into the trust. Most people do not put their day-to-day personal checking accounts in.

The reason why the trusts are so long and complicated is because, as your own trustee, you need to have very broad powers to do anything you like with your assets, and the nominated Trustee for after your death(s) must have certain powers as well, the enumeration of which takes many pages.

GENERAL POWER OF ATTORNEY - If you should become incapacitated (ie: an operation, an accident) and need someone to handle non-trust business affairs for you, this document officially allows them to sign checks, etc., during your incapacitation.

ADVANCE HEALTH CARE DIRECTIVE *(FORMERLY KNOWN AS "DURABLE POWER OF ATTORNEY FOR HEALTH CARE")* - Gives you the opportunity to make your own choices about your health care ahead of time in the event that you are not capable of communicating those desires in the future, and appoints someone to carry them out. It includes a list of options regarding extreme measures that you may or may not want taken. You should mail a copy of the fully signed and notarized document to your appointee and to your doctor. This document also includes:

> **NOMINATION OF CONSERVATOR** - If you should ever become totally incapacitated and a danger to yourself or others, it may be necessary for you to have a Conservator to handle both your personal care and your business affairs. This document allows you to appoint someone you trust to do this for you, rather than have the court appoint someone. You may name two different people to handle physical care and financial matters.

GRANT DEED - Transfers real property into trust.

ASSIGNMENT - Transfers business interests and/or debts owed to you into the trust.

B. DESCRIPTION OF ESTATE PLANNING FUNCTIONARIES

YOU ARE ASKED TO NOMINATE PERSONS TO ACT AS THE FOLLOWING "FUNCTIONARIES" OF YOUR ESTATE PLAN. YOU MAY NAME THE SAME PERSON OR PERSONS FOR MANY FUNCTIONS IF YOU LIKE.

1. **Executor of your Will** - You are drawing up a "pour-over" Will, which, very simply put, means: "I give everything to my trust"; the trust, in turn, says how your assets are to be divided after your death. Most people nominate the same person for Executor and Trustee, since the Trustee is actually the one making the distributions. If a trust is properly funded according to our instructions to you, the Will probably will never have to be used.

2. **Trustee of the Trust**. During your lifetime the Trustee is you. You will be naming someone to administer the trust and distribute its assets, as you have directed, after your death. That same person may have to take over your financial affairs during your lifetime if you become permanently unable to do so.

3. **General Power of Attorney**. The person you name as this attorney-in-fact can take care of any financial affairs outside the trust - day-to-day banking and bill paying, for example - if you become incapacitated for any substantial period of time (eg: a lengthy hospital stay).

4. **Health Care Power of Attorney** *(nominated in your Advance Health Care Directive)*. This attorney-in-fact makes medical decisions according to your wishes in case you are not able to communicate those wishes to medical personnel.

5. **Conservator** *(nominated in your Advance Health Care Directive)*. This person or persons would handle all of your personal and financial affairs in extreme cases (eg: severe dementia) if the Court finds you incapable of handling them yourself.

I. CONTACT INFORMATION

PLEASE NOTE: THE TRIPLE LETTER CODES THAT APPEAR BELOW ARE FOR OFFICE USE ONLY; PLEASE DISREGARD WHEN FILLING OUT THIS FORM.

Date: _____

(**AAA**) Name _____

Date of Birth _____ US Citizen? _____

SS# _____

(**BBB**) If you have minor children, please give us the name of their other parent_____

(**CCC**) Your Address _____

(**ccc**) City, State, Zip _____

(**DDD**) Home Phone _____ Work Phone _____

Fax _____

E-mails: _____

_____

(**EEE**) County _____

II. QUESTIONNAIRE

A. Estimated Market Value of Estate Assets

1. Total Stocks $_____
   Total bonds $_____
   Total Mutual Funds $_____
   Total CD's $_____
   Total Savings $_____
   Total Checking $_____

   (Use back of page to list and add if necessary.)

2. 401K, IRA, KEOGH, Pension Benefits:

   Amount: $_____ Company _____

   Amount: $_____ Company _____

Amount: $_____ Company _____

Amount: $_____ Company _____

3. Personal Property (TOTAL) $_____
(Antiques, art collections, etc.)

4. Real Estate (value less mortgages):

(i) address _____

County _____

Assessor's Parcel Number: _____ Value $_____

Jointly Held? _____ Separate Property? _____

(ii) address _____

County _____

Assessor's Parcel Number: _____ Value $_____

Jointly Held? _____ Separate Property? _____

(iii) address _____

County _____

Assessor's Parcel Number: _____ Value $_____

Jointly Held? _____ Separate Property? _____

5. Life Insurance: Face Value: $_____ What Company?_____
Name of Insured: _____
Primary beneficiary:_____

Life Insurance: Face Value: $_____ What Company?_____
Name of Insured: _____
Primary beneficiary:_____

Life Insurance: Face Value: $_____ What Company?_____
Name of Insured: _____
Primary beneficiary:_____

5. Closely-held businesses, partnerships, LLCs, etc.

_____

_____

6. Personal Property (Antiques, art collections, etc.)
   Values: $_____

   TOTAL ESTATE VALUE **$**_____

ACKNOWLEDGEMENT: By my signature below, I acknowledge that the above constitutes a complete list of my assets.

_____

B. Children's Information

(**FFF**) How many living children do you have? _____
Do you have any deceased children who left living children of their own? _____ If yes, name of deceased child: _____
Names and birthdates of these grandchildren:
_____
_____
_____

(**GGG**) What are the names, birth dates, addresses, and Social Security numbers of your children?

Child #1: _____ Child #2: _____

Address: _____ Address: _____

_____ _____

birthdate _____ birthdate _____

SS# _____ SS# _____

Child # 3: _____ Child #4: _____

Address: _____ Address: _____

_____ _____

birthdate _____ birthdate _____

SS# _____ SS# _____

(Continue on back if necessary)

C. Naming of Functionaries

(Questionnaire and Retainer - Estate Plan for Singles, 6.)

1. Who do you want to act as **Executor** of your Will? (This is usually the same person who will act as Trustee of your trust; your Will gives everything to your trust, and your Trust says how you want your estate distributed after your death.)
   (**HHH**) _____

(**hhh**) As Replacement Executor in case the person you named above cannot act:

_____

2. If both of your children's parents are deceased, who would you want to act as **Guardian of your child's or children's *person(s)*?** (This is the person the child would live with, the person who would make day-to-day decisions about the child's health and education.)
   (**JJJ**) _____

   Who would you want to be Guardian of the Person(s) if the above-named cannot act?
   (**jjj**) _____

3. If both of your children's parents are deceased who would want to act as **Guardian of your child's or children's *estate*?** (This is usually the same person as the Trustee.)
   (**KKK**) _____

   Who would you want to be Guardian of the Person(s) if the above-named cannot act?
   (**kkk**) _____

4. Who do you want to make **health care** decisions for you, in the event that you cannot do so? Also, name a replacement for that person. Please include addresses and phone numbers for these persons.

   (**LLL**) Attorney-in-Fact for Health Care:
   _____

   (**MMM**) Address: _____

   _____

   (**mmm**) Telephone Number: _____

   (**NNN**) Replacement Attorney-in-Fact for Health Care:
   _____

   (OOO) Address: _____

   _____

   (**ooo**) Telephone Number: _____

(PPP) Do you want these same two persons to act as **Conservator and Replacement Conservator of your Person** should you be declared a danger
(ppp) to yourself and/or others? _____

If not, then who would you want to be Conservator of your Person?
_____

Replacement Conservator of your Person?
_____

5. If you are incapacitated for a shorter amount of time, who would you want to make financial decisions for you?
(**QQQ**) _____

(**qqq)** Who would you want to make financial decisions for you if the person named above cannot?
_____

6. After you are deceased, who do you want to act as Trustee of your Trust? (This is the person who will be distributing your Trust estate according to your wishes and is usually the same personas the named Executor.)

(**RRR**) _____

Who would you want to act as Trustee if the person you named above cannot act?

(**rrr**) _____

7. **(SSS)** Do you want the same person you named as Trustee to act as
(**sss**) Conservator of your Estate should you be declared a danger to yourself and/or others? _____

If not, who? _____

Replacement for the above: _____

8. Who would you want to act as corporate Trustee in case neither of the persons named above can act as Trustee? (Bank, Trust or Investment Company)

(**TTT**) _____

D. Distribution of Estate

1. How do you want your estate distributed after you are deceased?

_____
_____
_____
_____
_____
_____

(Continue on back, if necessary)

FOR OFFICE USE ONLY: (**UUU**) Date Estate Plan Drafted & Sent:_____

(**VVV**) City (for Deed): _____

(**WWW**) Year of Trust: _____

Date 2nd Payment Due: _____

(RETAINER AGREEMENT IS ON THE FOLLOWING PAGES.)

III. RETAINER AGREEMENT AND FEE CONTRACT

This document (the "agreement") is the written fee contract that California law requires lawyers to have with their clients. We, the Law Offices of Ross McLauran Madden, will provide legal services to you, _____, on the terms set forth below.

1. CONDITIONS. This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement and pay the initial deposit called for under Paragraph 4.

2. SCOPE OF SERVICES. You are hiring us as your attorneys, to prepare the following type of services/agreement:

[**X**] Estate Plan for a Single Person

Attorney's services will not include litigation of any kind, whether in court, in administrative hearings or before government agencies or arbitration tribunals. Attorney shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay our bills on time and to keep us advised of your address, telephone number and whereabouts.

4. FIXED FEE/DEPOSIT/PAYMENT. Client agrees to pay a fixed fee of $_____ for Attorney's services under this Contract (said fee includes fees of $100 per Grant Deed for more than one Deed and $175 for any out-of-state Deeds). **The fixed fee is payable one-half ($_____) upon execution hereof, and one-half upon the earlier of a) the completion/execution of the services contracted for in Paragraph 2, above, or b) 30 days after our office has sent you a draft of the said documents contracted for, whether the documents have been completed by you or not. PLEASE BE ADVISED THAT PAYMENT OF THE SECOND HALF OF THE FEE WHEN DOCUMENTS HAVE NOT YET BEEN SIGNED BY YOU AND NOTARIZED WHERE NECESSARY DOES NOT PROVIDE YOU WITH AN ACTIVE TRUST AND ITS INHERENT PROTECTIONS; YOU MUST PROPERLY EXCECUTE THE DOCUMENTS IN ORDER FOR THE TRUST TO BE COMPLETE.** Attorneys shall have no obligation whatsoever to provide services to Client until the one-half deposit is paid. Attorneys reserve the right to send clients to Collections if they fail to meet the payment obligations stated in this paragraph, in which case any collection fees/percentages would be added to the amount due. Unless the fee retained would be unconscionable and except as provided in paragraph 7, the fixed fee will be earned in full and no portion of it will be refunded once any substantial services have been performed.

5. COSTS AND EXPENSES. In addition to the fixed fee, Client shall reimburse Attorney for extra copies of the Estate Plan (other than the original provided at the time of signing) at the rate of $0.25 per page, and for recording fees for all Deeds prepared by Attorney.

6. STATEMENTS. Attorney shall send Client periodic statements letting client know the balance due for the Estate Plan. Client shall pay Attorney's statements according to Paragraph 4, above. Client may request a statement at

intervals of no less than 30 days. Upon Client's request Attorney will provide a statement within 10 days.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. If Attorney withdraws before completing Attorney's duties under this Contract, Client may be entitled to a refund of some or all of the fixed fee, depending on the facts and circumstances.

8. CONCLUSION OF SERVICES. When Attorney's services conclude, all unpaid charges shall immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

9. EFFECTIVE DATE. This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

LAW OFFICES OF ROSS McLAURAN MADDEN by:_____
Ross McLauran Madden

I have read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them as of the date the Law Offices of Ross McLauran Madden first provided services.

_____
Client Signature