

# **SKRIVAN & GIBBS, PLLC**

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## **TERMS OF ENGAGEMENT FOR ESTATE PLANNING SERVICES**

We appreciate your decision to retain Skrivan & Gibbs, PLLC for your estate planning. This document contains important information about the relationship between you and our firm. Our work will be limited strictly to legal services. You are not relying on us for business, investment, or valuation decisions, or to investigate the character or credit of other persons or firms (such as insurance companies or investment advisers).

### *Our Duty to Preserve Your Confidential Information*

Estate planning is a personal matter that requires you to disclose sensitive information about your family relationships and financial matters. You agree to provide us with all information needed to perform our services. We urge you to make a complete disclosure of your financial matters and your wishes concerning your estate. Failure to do so will make it impossible for us to give proper advice to you.

The ethics rules require us to keep information that you disclose to us confidential and not to disclose it to persons outside our firm without your permission. If persons outside our firm work with us with your permission (such as your accountant, a bank trust officer, a financial planner, an insurance agent, or another law firm), you agree that we can disclose information to them that in our judgement we think is necessary for your best interests.

### *Our Duty To Share Information With Each of You*

We will represent both of you jointly in your estate planning. We owe duties to each of you, and each of you has an obligation to disclose to us all information that is relevant to both spouses' estate planning. You agree that among us (the two of you and our firm) there will be no confidentiality of communications or information, unless and until one of you instructs us otherwise. If one of you discloses information to us that is relevant to the other spouse's estate planning, we can disclose that information to the other spouse if we think it is necessary to fulfill our duties to the

other spouse in your estate planning.

Either of you can terminate your permission for us to disclose information to the other spouse at any time, if you give us clear directions not to disclose. However, if you do terminate that permission, we must then decide if a conflict of interest has arisen that prevents us from adequately representing the other spouse. We will make that decision in our sole professional judgement. If we believe that we cannot adequately represent the other spouse without the disclosure, we will notify each of you separately in writing that a conflict of interest has arisen that prevents us from representing either one of you in your estate planning. We could not represent either one of you in your estate planning after that without the consent of both of you. Even if you revoke our permission to disclose information, you should be aware that if there is ever litigation between the two of you, we could be compelled to testify about information we obtained from you or about advice that we gave to you in your estate planning.

If this agreement concerning confidentiality is not acceptable to you, you must advise us immediately so that other arrangements can be made.

#### *If You Become Disabled*

The ethics rules that govern us state that if you become unable to make adequately considered decisions, whether because of mental disability or other reasons, we may attempt to continue a normal attorney-client relationship with you as much as is possible.

You can designate other persons to act on your behalf and to make decisions for you. If you authorize someone to act on your behalf, and if we believe their authority is broad enough to allow them to instruct us on your estate planning, you agree that we can continue to do estate planning work for you by dealing with them, and that we can rely on instructions from them. You agree that we can communicate with them and disclose information they need to make informed decisions on your behalf, including information that is protected by the attorney-client privilege. However, if we believe that they do not have the authority to act on your behalf, or if we believe they are not acting in your best interests, we reserve the right to refuse to act on their instructions.

#### *After Your Death*

We cannot disclose confidential information about your estate planning after your death, but there are some important exceptions. For example, your personal representative can permit us to disclose information, or we can be required to disclose information to parties in litigation (including the contents of our files such as correspondence and records of conversation with you) if there is a will or trust contest. Even if we are not required to disclose information, you consent and authorize us to make limited disclosures about your estate planning after your death (if there is no personal representative for your estate) if we believe, in our professional judgment, that such limited disclosures will help to prevent or resolve disputes over your estate planning. You waive the attorney-client privilege to this limited extent.

### *Relationships with Financial Institutions*

Our firm works with various banks, trust companies, and other financial institutions. Sometimes we may represent those institutions as clients in their fiduciary capacity (such as when they serve as personal representatives or trustees). Those institutions may refer potential clients to our firm, and we may recommend their services to our clients. If you ask us to recommend a financial institution for your estate planning arrangements, it is possible that we may have separate attorney-client relationships with the institution or institutions we recommend. If you name a corporate fiduciary to serve as your personal representative or trustee, it is possible that the corporate fiduciary might retain our law firm in the future to represent it in performing its duties (assuming that there are no conflicts of interest). You acknowledge that the decision where to use a corporate fiduciary and the selection of a particular institution is your responsibility, even if you ask us for advice and recommendations.

Florida law does not fix compensation for personal representatives or trustees, although statutory guidelines are given for fees for personal representatives. You are free to negotiate the amounts that will be paid as compensation to your personal representative or trustee, and do not have to agree that fees (including termination fees) will be paid to a corporate fiduciary based on its standard fee schedule.

### *Completion of Our Engagement*

When you have executed the estate planning documents that we will prepare for you, the attorney-client relationship between us will end unless both you and we have separately and expressly agreed in writing that it will continue. Either you or we can terminate the attorney-client relationship before our work is finished, subject to ethical restraints.

It may be necessary for you to take additional steps to complement and make best use of your estate planning documents after they have been signed. Failure to take those steps could result in your estate planning being incomplete or in some cases ineffective. For example, if you execute a revocable trust agreement with the intention of avoiding probate of your assets when you die, but you fail to take additional steps to fund the trust during your lifetime by transferring legal ownership of your assets to the trustee, it will still be necessary to probate those assets when you die. We will not be responsible to assist or advise you after execution of your documents unless you and we have entered into an engagement agreement for those additional services.

After we have finished our work for you, we recommend that you review your estate planning periodically, especially if there are important changes in your life (such as marriage, divorce, birth of new family members, death of a beneficiary, or significant changes in your financial net worth),

or if there are changes in the law. After you have executed your estate planning documents, we will not have any responsibility to notify you of changes in the law or in your own circumstances that may affect your estate planning. On occasion we may send out general mailings or communications to our existing and past clients informing them of a change in the law for general informational purposes, but you understand and agree that we have no obligation to notify you of any such changes.

We believe that it is in your best interests to lay out these rules that govern the termination of our attorney-client relationship in a clear and straightforward manner so that you will not mistakenly assume that we are monitoring such things as changes in the law on your behalf. Even though our attorney-client relationship will end when you executed the estate planning documents we will prepare for you, we are always happy to continue to be of future service to our past clients. If you would like to engage us to provide additional services for you after the execution of your estate planning documents, or to revise your estate planning documents in the future, please discuss this with us so that you and we can have a clear agreement on the services we are to provide for you.

*Your Agreement With Us*

Your agreement to our representation constitutes your acceptance of these terms and conditions. If any of them is unacceptable to you, please tell us now so that we can resolve any differences and proceed with a clear understanding of our relationship.

We accept the terms of this agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Spouse's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Spouse's Signature