

January 2016

ADDRESS TO ATTORNEY

RE: **SAMPLE ENGAGEMENT LETTER**

Dear Attorney:

This letter will serve as the engagement of TEdec Systems, Inc. (TEdec) to prepare a fiduciary accounting (in accordance with the specifications as stated on our website under TEdec Service Department, which is incorporated as if fully set forth herein) for the following entity(ies):

**Estate of Jonathan P. Solong, Deceased  
Jonathan P. Solong Complex Trust u/a Dated [MM/DD/YYYY]**

It will be the obligation of the fiduciary(ies) or the attorney representing the fiduciary(ies) to advise TEdec of the following:

1. The date which is the starting point of the entity(ies), the date of death and/or the date that the entity is created, along with a copy of the pertinent document(s), i.e. will, trust, etc.
2. A complete listing of all transactional information, i.e. bank records, brokerage firm account records, etc., from the starting position of the respective entity to its conclusion or the end date of the accounting. Missing information may result in unusual delays and increased costs.
3. For each insurance policy paid to an entity, an IRS Form 712 or equivalent information.
4. Copy of the Estate Tax Return for the decedent, if applicable.
5. Any equitable adjustment that the attorneys deem appropriate.
6. Other information as may be requested on a timely basis.

It is very difficult to anticipate costs and expenses for preparation of accountings, and therefore we would be engaged upon the following basis:

Setup fee for each entity of \$250. This may be waived if TEdec receives from a TEdec user a TEdec ZIP file for the entity (which is generated from the TEdec program) with all folders in the Masterfile completed and all transactions entered for the set up of all beneficiaries.

**The following paragraphs shall apply as indicated:**

- If TEdec is performing services on an **hourly basis**, then the following paragraphs shall apply:
  - A. For data entry services TEdec will charge at the rate of \$90 per hour (this rate may change on July 1 of each year, in which event you will receive notice prior thereto).



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- B. For research and/or services other than normal supervisory services (the latter of which is included in the above hourly rate), TEdec will charge at the normal billing rate for the attorney involved which services will be coordinated with the attorneys for the fiduciary(ies) on an ad hoc project basis. The billing rate for Teddar Brooks as of this date is \$250 per unit hour (this rate may change on July 1 of each year, in which event you will receive notice prior thereto).
  - C. An advance fee deposit will be requested prior to the time that services are rendered; additional advance fee(s) as may be requested and each is to be paid within 30 days of the billing date. The final billing, if requested in writing or by email by the client, will show a detail of the setup fee and all data entry services charged to the case.
- If the accounting services are based upon a **flat fee or quote** (the “contract amount”), then the following provisions apply:
- A. All documentation must be available for review at the time of the quote. If additional documentation is required or made available at a later time, an adjustment to the quote will be made, which will be agreed to by the parties in an exchange of e-mails, which by reference will be incorporated herein.
  - B. The contract amount shall apply to data entry services only and not to legal research and/or services other than normal supervisory services, which will be agreed to separately.
  - C. The contract amount and provisions for payment thereof, including retainers and additional retainers, will be specified in a separate writing (exchange of e-mail will be deemed sufficient), which by reference are incorporated herein.

Our **normal data destruction policy** concerning cases that are completed and closed will apply to this case, unless there is a written agreement to the contrary. Our policy is: upon a final billing and confirmation from you or your attorney that the case is concluded, i.e. that you do not anticipate any further service work from TEdec for this case, then after six months from that date TEdec may destroy, in the sole discretion of TEdec, all paper and/or electronic data referencing or pertaining to this case without further notice. It is the sole responsibility for you (the fiduciary or the fiduciary’s attorney) to maintain all paper and electronic records for this case. TEdec will maintain copies of these records only during the time that TEdec is actively servicing this case for you and six months thereafter.

If this is a master engagement letter for a firm, then the terms herein shall apply to all service work for the firm and each individual entity and TEdec reserves the privilege of requesting a retainer on any case that the cost of which is anticipated to exceed \$1,500.

Should you have any questions regarding the above, please do not hesitate to call us.

Yours truly,

By signing, I agree to the above.

*s/Teddar S. Brooks*

Teddar S. Brooks, President  
TEdec Systems, Inc.

\_\_\_\_\_ *date:*