



## ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

**1. I Am Your Attorney and You Are My Client.**

I am Bryan Eisenbise, a California licensed attorney. I practice under the professional corporation, "Eisenbise Law, PC" but do business as "Trust Legal Group" I am being hired by you, the client.

**2. These Are Our Responsibilities to You.**

We agree to provide you with the legal services as described below. As a California licensed attorney, I also have other responsibilities to you including (but not limited to):

- Duty of Confidentiality: I cannot share your information with any third party unless you tell me to.
- Duty of Loyalty: I must act in your best interest and do nothing to harm you.
- Duty to Avoid Conflict: I cannot do anything that would jeopardize my Duty of Loyalty to you.
- Duty to Advise: I must accurately advise you of your legal rights, obligations, and options.
- Duty of Competency: I hold myself out to be educated and able to perform the scope of services.
- Duty of Legality: I must always comply with the law in anything I do or advise you to do.
- Duty of Morality: I must respect the rule of law, our legal system, and the betterment of society.

**3. These Are the Services We Are Providing.**

We will create a complete living trust bundle for you consisting of a revocable living trust, pourover will(s), power(s) of attorney, advance health care directive(s), HIPAA authorization(s), certification of trust, marital property agreement (if applicable), general assignment, assignment of personal property, final memorial instructions, and the transfer of one property into your trust. Additional properties and further specifics agreed upon in any emails or electronic conversations, including the fee and payment schedule, are part of this agreement. We do not provide notary services or cover fees paid to third parties (such as recording fees).

**4. These Are Your Responsibilities.**

You agree to pay the fee as discussed as is reflected on any invoice we send you or in any email explanation we send you. Such external communication becomes part of this agreement. You also agree to reply to our communication, and provide me with requested information, feedback, and approval of any drafts, all in a reasonably timely manner. You are ultimately responsible for signing and notarizing your own documents.

**5. How We Handle Fees.**

In order to keep our prices low, we also need to keep our costs low. One of the ways we do that is that we collect all fees up front rather than hire someone to track down unpaid balances. However, Under California Rules of Professional Conduct, Rule 1.5(e), this money is only "earned" by us upon us providing the service. In other words, under California State Bar regulations (which govern my license and my livelihood), you can request any unearned fees back at any time.


**6. How We Manage and Protect Your Information.**

We make a specific effort only to discuss and collect information that we need to create your living trust bundle. We do not collect social security numbers, account numbers, or other private information we don't need. All of our notes and work product is stored on Clio's cloud storage platform and is accessed only by our attorneys and staff. Everyone has been trained to safely and securely handle this information.

**7. Miscellaneous Information.**

- This agreement is governed by the laws of the state of California.
- Section titles are for reference only and do not substantively affect the agreement.
- This agreement contains our entire agreement, and no other discussion contractually binds us.
- Pursuant to California Rules of Professional Conduct, Rule 1.4.2(a), I have chosen to self-insure.
- Unless we promptly email you to cancel, this agreement is deemed to be also signed by us.
- This agreement may be modified only by written agreement of you and I.

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

Date: \_\_\_\_\_ Signature:  \_\_\_\_\_  
 Bryan D. Eisenbise, Esq.