Contract for Legal Services and Fees

Part 1: Our Services

Legal Services Covered by This Agreement

We agree to:

- prepare all documents needed to obtain a Certificate of appointment
- apply to the court for a Certificate of appointment
- help confirm the ownership of the deceased's assets
- arrange to transfer the assets to your name as Trustee and then to the heirs
- advise you generally about administering the estate
- assist you in passing your first accounts as Trustee, when required

We will keep you informed about matters that arise and discuss with you any significant decisions you must make.

Time

It may take at least one year before you can fully distribute the estate to the heirs and before this matter might finally be wound up. It could take longer, depending on the various factors we discussed when we met, including the issuance of an Estate Tax Clearance Certificate.

Your Role as Client

You understand the importance of giving us all the facts and of being totally honest with us. We can only do our best job if we have your trust and are fully informed.

In particular, we ask you to give us all information and documents you have, or have access to, which we need to go ahead. Some of the documents we need include the deceased's birth, marriage and death certificates; any separation agreements and court orders or judgments; all financial papers; and insurance policies. If necessary, we will ask you to give us written authorization to obtain this information, and to otherwise deal with the Canada Revenue Agency.

Legal Services Not Covered by this Contract

This contract covers only the legal work described above. It does not cover the work to prepare or file income tax returns for the deceased or the estate.

If you ask us to perform other legal services on matters that arise, I will discuss this with you at the time and give you a separate estimate of our fees for these other services.

Part 2: Fees, Expenses and Billing Arrangements

Our Fee is an Hourly Fee

Our fees will be based on an hourly rate and will depend on the actual time spent. I will be the main lawyer responsible for your file, but from time to time other people in our office may do some of the work. Some work may need to be done by a more senior lawyer, and other work can be done equally well by a more junior lawyer.

There are also many services, such as gathering information and preparing routine documents, that our paralegal assistant is well qualified to perform. A paralegal works under the supervision of a lawyer, but may not give legal advice. Our paralegal can serve you at a lower cost than one of our lawyers can.

Our hourly rates are:

My rate	$350 per hour
Junior lawyer's rate	$250 per hour
Paralegal's rate	$100 per hour

Legal Expenses (also called disbursements)

In addition to our fees, you agree to pay all expenses (also called disbursements). The major expense will be Probate fees. Usually, we can obtain these funds from the deceased's bank account. Minor expenses include any long distance telephone calls, photocopying costs, costs to deliver documents to court, and faxes.

GST/HARMONIZED TAX

In addition to our legal fees and expenses, you agree to pay any Goods and Services Tax (GST) or Harmonized Tax that we must charge you.

Billing Arrangements

We will bill you after we obtain the Certificate of Appointment, and then every three months until the estate work is finished. You may pay these bills directly from the estate.

Interest on Overdue Bills

We charge interest in accordance with the Solicitors Act on the balance of any bills that remain unpaid for more than 30 days.

Part 3: Dealing With Each Other

Ending the Relationship

By You

You are free to end our services before this matter is completed by writing us a letter or note. If you do, you agree to pay our fees and expenses for our legal services up until the time we stop work. We will ask you to sign a court form which tells the court we are no longer your lawyers.

By Us

We are free to withdraw our services at any time if we have good reason. For example, we would withdraw our services if a client:

- did not cooperate with us in any reasonable request;
- ask us to do something unethical or illegal;
- did not pay our bills on time without making other arrangements for payment.

Again, you would have to pay our fees and expenses up until the time we stopped acting for you.

We would also have to withdraw our services if we learned of a conflict of interest that would make it unethical for us to continue to act for you. A conflict of interest occurs

when what is best for one of our clients somehow is not best for or hurts another of our clients. If we have to withdraw our services for you because of a conflict of interest, you will only have to pay our expenses up until the time we stopped acting for you.

Confidentiality

As your lawyers, we have to share relevant information about this matter with the court and other parties involved. But unless we need to share this information as part of our work, all information you give us will be kept confidential between us.

Part 4: Signing this Contract

This contract contains the whole agreement between us about our relationship with each other and our legal fees and expenses. It will not be changed unless you and we both agree and sign any changes. It will legally bind anyone, such as heirs or legal representatives who replace either you or us, but it does not legally bind other lawyers who might act for you if you decide to end our relationship.

If you are satisfied with this contract, please sign and date both copies and return one of them to us. Keep one for your records. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please call or write us.

_____
Lawyer's signature

I have read this contract carefully and I agree with it.

_____
Client's signature