

ESTATE ADMINISTRATION – CLIENT INTAKE FORM

KIRCH ROUNDS & BOWMAN PC

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INSTRUCTIONS: Please complete the following form. If you are unsure how to answer or whether a question applies to your situation, you may leave it blank. Once you have completed the form, please mail, fax, email, or drop the form by our office. A member of our firm will be in contact with you to discuss the form.

I. CLIENT INFORMATION

Please provide the following information about you:

Your full legal name: _____

Address: _____

Telephone: Home: _____ Cell: _____

Email: _____

Social Security no.: _____

II. DECEDENT INFORMATION

Please provide the following information about the deceased individual ("Decedent"):

Full legal name: _____

Date of birth: _____ Date of death: _____

Social Security no.: _____

Last address of residence (include county): _____

Was Decedent residing at address listed above at the time of his or her death? ☐ Yes ☐ No

If not, please provide name of facility (if applicable) and address/location where Decedent was at the time of death: _____

Did Decedent go by any versions of his or her name, other than as stated above? ☐ Yes ☐ No

If yes, please list any "aka" names:* _____

**It is important we are notified of any versions of Decedent's name that may have been used on any of Decedent's assets, including financial accounts and real estate deeds. Failure to list all known "aka" names on probate court forms may result in delays and complications in administering Decedent's estate.*

Do you need any assistance with a survivor's Social Security benefit, or any other benefit owed as a result of Decedent's death (including the \$255 Social Security lump sum)? ☐ Yes ☐ No

Decedent's Estate Plans and Interested Parties:

1. Did Decedent have a Will? ☐ Yes ☐ No
 - If yes, has the original of this Will been located? ☐ Yes ☐ No If yes, please bring the original Will to our initial meeting.
 - If yes, please list the nominated personal representatives (aka "executors") in order of priority, as stated in Decedent's Will:
 1. _____
 2. _____
 3. _____
2. Did Decedent leave a written Memorandum listing the disposition of his or her personal property? ☐ Yes ☐ No If yes, please bring the original Memorandum to our initial meeting.
3. Did Decedent have a Revocable Living Trust at the time of death? ☐ Yes ☐ No If yes, please bring the original Trust to our initial meeting.
4. Did Decedent have a general or medical Power of Attorney? ☐ Yes ☐ No If yes, please bring the Power of Attorney to our initial meeting.
 - *All Powers of Attorney executed by Decedent become null and void at the time of Decedent's death and should not be used after the date of death.*
5. Had Decedent ever entered into a Premarital or Marital Agreement? ☐ Yes ☐ No If yes, please bring a copy of this agreement to our initial meeting.
6. Was Decedent married at the time of death? ☐ Yes ☐ No
 - **If no**, please provide the names of all state counties in which Decedent resided over the past three years of Decedent's life (we will need to check to confirm whether Decedent recorded any Designated Beneficiary Agreement): _____

7. Please list the full name, address, age (if a minor), and relationship of Decedent's **spouse**,* **children**,** **parents** (only if parent survived Decedent), and all other parties named as beneficiaries under Decedent's Will ("**devisees**").

*If spouse died before Decedent, provide date of death.

**If a child died before Decedent, provide child's date of death and indicate whether such child had living or deceased children of his/her own (i.e., grandchildren of the Decedent).

Full Name	Relationship to Decedent	Age, if < 18 (or DOD)	Address

Decedent's Income:

Please list all sources of income Decedent was receiving as of date of death:

Name of Payor	Amount received per month	Is there a death benefit? Or does this income source stop at death?

Decedent's Assets and Liabilities:

Please provide the following information about all assets and liabilities that Decedent owned at the time of death:

1. Real Estate: List any real property owned in the Decedent's name on date of death:

Address	Owned jointly? If so, state co-owner	Approx. value on date of death	Mortgage balance (if any)

2. Checking and Savings Accounts: List all checking, savings, money market, and certificate of deposit accounts owned by Decedent on date of death:

Type of asset; Name of bank or financial institution	Owned jointly? If so, name co-owner	Approx. value on date of death	"Payable on Death" designation? If so, name beneficiary

3. Investment Accounts: List all brokerage accounts, mutual funds, stock, and bonds owned by Decedent on date of death:

Type of asset; Name of financial institution	Owned jointly? If so, name co-owner	Approx. value on date of death	"Transfer on Death" designation? If so, name beneficiary

4. Safe Deposit Box: List all safe deposit boxes owned by Decedent on date of death:

Name of financial institution	Owned jointly? If so, name co-owner	Contents of safe deposit box

5. Retirement Accounts: List all IRAs, 401(k)s, pensions, and annuities owned by Decedent on date of death:

Type of asset; Name of financial institution	Owned jointly? If so, state co-owner	Approx. value on date of death	Beneficiary designated on account? If so, name beneficiary

6. Life Insurance: List all life insurance policies owned by Decedent on date of death:

Type of life insurance; Name of financial institution	Owned jointly? If so, state co-owner	Approx. value of policy	Beneficiary designated on account? If so, name beneficiary

7. Automobiles: List all cars, trucks, and other automobiles owned by Decedent on date of death:

Make, model, and year of vehicle	Owned jointly? If so, state co-owner	Approx. value of vehicle	Balance of loan (if any)

8. Personal Property: List all personal items of value owned by Decedent on date of death, including jewelry, antiques, firearms, collectibles, etc.:

Item description	Estimated value of item

9. **Business Interests:** List all business interests Decedent had on date of death in any partnerships, LLCs, corporations, closely held businesses, etc.:

Description of business interest	Other members or shareholders? If so, state names(s)	Estimated value of business interest

10. **Other Assets:** List description and approximate value of any other assets or interests owned by Decedent on date of death not covered above, including cryptocurrency, digital assets, balances owed to Decedent under a promissory note, salary, or commission, etc.: _____

11. **Debts and Liabilities:** List all debts and liabilities owed by Decedent as of date of death, including any credit card balances, judgments, liens, overdue medical bills, etc.:

Name of creditor	Joint debt? If so, name co-debtor	Approx. balance owed on date of death

Please bring any following documents that are available to your meeting with us:

- ☐ Decedent's Will, Trust Agreement, Codicils, and Memorandum of Disposition of Tangible Personal Property
- ☐ Death Certificate
- ☐ Bank statements (checking, savings, money market, and certificates of deposit)
- ☐ Documentation for stocks, bonds, mutual funds, and brokerage account statements (e.g., statements of accounts)
- ☐ Documentation for IRAs, annuities, pensions, and life insurance policies
- ☐ Decedent's income tax returns (for the previous 3 years)
- ☐ Deeds to real property
- ☐ Documentation for any entities owned by Decedent (e.g., corporations, LLCs, partnerships, etc.)
- ☐ Titles for automobiles

Explanation of Billing and Other Policies

We are giving this explanation of our billing procedures to you as a potential client. Please do not hesitate to ask us any questions you may have regarding our usual billing practices.

1. Attorneys' Fees. Fees are based on the time it takes to perform your services and are calculated at each attorney's or staff member's hourly rate. The hourly rates are \$290.00 per hour for David W. Kirch, Esq. (\$365.00 per hour for litigation or complex matters), \$275.00 per hour for Charles E. Rounds, Esq. and Emily L. Bowman, Esq. (\$325.00 per hour for litigation or complex matters), \$225.00 per hour for associate attorneys (\$275.00 per hour for litigation or complex matters), and \$175.00 per hour for paralegals, legal assistants, and law clerks. Time is kept in 1/10 of an hour increments. Internally, time is recorded for all services rendered on your behalf, including but not limited to research, drafting, document review, telephone and office conferences, conferences with attorneys within the firm and outside the firm, correspondence (including email correspondence), execution of documents, preparing and filing estate administration and litigation documents with the court, and, if any matter requires litigation, drafting, and filing pleadings, appearing at court and depositions, trial preparation, and trial.

2. Estimates. We do not offer a "free initial consultation," other than for time discussing our qualifications and services. Any estimate given for services is just that – an estimate. Completion of your services may take more or less time than originally estimated, depending on your individual needs. We do follow a practice of giving fee estimates for estate planning work, once our client intake form has been filled out and returned to us and we have had a chance to gather and review any other necessary information about the potential client's situation. Your completion and our review of a client intake form does not, in itself, constitute the creation of any attorney-client relationship or oblige you to pay for our time until you have asked us to perform work on your behalf. Because we customarily bill monthly, you will be aware within a relatively short period of time of the work being performed and its cost.

3. Expenses. These are out-of-pocket expenses the firm incurs during the performance of your legal services for which you will be billed. Costs include but are not limited to such things as filing fees, costs of obtaining medical records, appraisals, ownership and encumbrance reports, recording fees, heir searches, postage and courier fees, photocopies, and transportation. This list is not exhaustive, and costs may be incurred for items other than these examples. While we try to include these client costs in the statement for the month in which the charges are incurred, some charges may not be available to us until later, in which case these additional charges will be included in a subsequent statement.

4. Monthly Statements. Our billing cycle is from the first day of the month to the last day of the month. You will customarily receive a statement around the beginning of each month which will include a summary billing for the services rendered and costs incurred for the previous month. The statement is due and payable thirty days from the statement date. All accounts that have been outstanding more than thirty days from the statement date will be assessed a monthly late charge equal to one percent (1%) of the amount of past due attorneys' fees, costs, and previous late charges. Expressed as an interest rate, the late charge is equivalent to approximately twelve percent (12%) per annum. Any fees paid in advance will be held in a COLTAF (Colorado Lawyer Trust Account Foundation) account.

If we have to take steps to collect any outstanding sum owed by you to the firm, you will be obligated to pay all costs incurred by the firm in collection, including reasonable attorneys' fees. If you ever have questions about your bill, we are always available to discuss it. We do not charge for time spent discussing billing matters.

5. Information Provided to Us. To develop our recommendations for your circumstances, and to prepare the appropriate documents, we will need accurate personal and financial information. We will be relying on information that you provide to us with respect to such things as your personal information, your goals, and other circumstances relevant to your situation. If we are engaged in estate planning or estate administration, this would include the assets you and/or the decedent own, how assets are titled, the value of the assets, and the amount of any debts against the assets. If the information provided to us is not correct, then the plan we prepare for you may not be appropriate or may not work as intended. Therefore, please make sure that all information you provide to us is accurate. If you are unsure about any of that information, please let us know so that we can help you make sure the information is correct.

6. Joint Representation; Confidentiality. Communications between you and your lawyer are generally confidential and privileged. However, when we represent two parties jointly, each of you will be our client, and our communications with either of you will not be protected from disclosure to the other. Therefore, we cannot agree with either of you to withhold information from the other. We will also not give legal advice to either of you or make any changes to any of your estate plan documents without your mutual knowledge and consent.

If you engage us for estate planning work and we are later engaged to represent your nominated or appointed personal representative of your estate (or if such person contacts our office for information about your estate plan) after you pass away, it may become necessary for us to release certain privileged or confidential information to properly administer your estate. By engaging our firm to represent you in relation to your estate planning, you authorize our firm to later release to your personal representative privileged or confidential information to the extent necessary to properly administer your estate and defend your will or trust as necessary.

7. Termination of Representation upon Completion of Current Matter. Once we have completed work on the current matter for which you have requested our services, our representation of you will come to an end. We will continue to hold any of your original documents you may have asked us to hold, including your original estate plan documents; however, this does not constitute our continued legal representation of you. We will, of course, be pleased to have the opportunity to serve you again if the need arises. If we have provided estate planning services, you should be mindful of the fact that the nature and extent of your assets could change in the future. The services we are providing to you will be based on your current assets, current estate planning goals, and the present state of the law. However, tax and other laws may change in the future, in which case your estate planning documents may need to be revised.

Although we may, from time to time, send you general updates regarding changes in the law, because of the large number of clients we represent, we cannot undertake to advise you if changes in the law occur that affect your specific situation, nor will we specifically review your file annually or on any other regular basis, unless requested to do so. Accordingly, we recommend that you call us or another attorney if your estate changes in size or type of assets, if

your estate planning goals or other circumstances change, or if you read about changes in the law that you think may affect you.

8. File Retention and Destruction. At the conclusion of this matter, we will retain your files for a period of ten years after we close our file. At the expiration of the ten-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. These files may contain information needed in the future for tax or other purposes. We reserve the right to charge administrative fees and costs associated with researching, copying, and delivering such files. Please note that any original documents you have asked us to hold will not be destroyed at the expiration of the ten-year period but will be retained until we are directed otherwise.

A client's signature sent by fax or email or a client's digital signature will be sufficient acknowledgment and agreement with the terms of this form.

I, _____ (print name), have read and understand the above fee arrangement of Kirch Rounds & Bowman PC on this _____ day of _____, 2025.

Signature

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