

ESTATE ADMINISTRATION INTAKE FOR

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, e-mail, or drop the form by our office. A member of our firm will be in contact with you to discuss the form.

Date: _____

Decedent's Name: _____

Date of Death: _____ Decedent's Date of Birth _____

Decedent's Social Security #: _____

Decedent's Last Address (Include County): _____

Client's Name: _____

Client's Address: _____

Client's Telephone #: _____ Alternate # _____

Client's Email: _____

Client's Social Security #: _____

Do you need assistance with survivor's Social Security or other benefits (including the \$250.00 lump sum)?

Did decedent have a will? ____ Has the original been located? ____

Please bring in WILL to initial meeting.

Did decedent leave a written memorandum listing disposition of personal property? ____

Please bring in memorandum to initial meeting.

If a death certificate is available, please bring to initial meeting.

If decedent left a will, list the nominated personal representatives (aka "executors")

List names, addresses, ages (if minor), and relationship to decedent of all heirs and devisees (interested parties), and also include name and date of death of any predeceased spouse or child:

Name of Heir/Devisee	Relationship to Decedent	DOB (DOD, if applicable)	Address

1. Did the decedent own real estate?
 - a) What was the street address? How was the property titled? What is its approximate value?

 - b) Any real estate in other states?

2. List the financial institutions and approximate balances for any checking, savings, money market and certificates of deposit. Were any of these accounts owned solely by the decedent? If not, who are the joint owners? Are any of the accounts payable on death to someone?

3. List all stocks and bonds or brokerage accounts owned by the decedent. Were any of the stocks/bonds/brokerage accounts owned solely by the decedent? If not, who are the joint owners? Are any of the accounts payable on death to someone?

4. List all companies where decedent had individual retirement accounts, annuities, pensions, and life insurance policies. List the account or policy numbers, and the beneficiaries, if any:

5. List the year and make of any automobiles. Were these owned solely by the decedent or jointly with someone else?

6. List personal items of value owned by the decedent, such as jewelry and antiques. Describe the item and its approximate value.

7. Did the decedent own a business or possess any interest in a partnership, limited partnership, limited liability company, unincorporated business or stock in a closely held business?

8. Did the decedent have a safe deposit box? _____

9. Was the decedent owed any money earned as of date of death, but not received, such as salary or commissions, or owed money under any promissory notes? Please describe:

10. List debts of the decedent and their approximate amounts:

11. Had decedent entered into a Marital Agreement (Pre- or Post-Nuptial)?

12. If not married, had the decedent entered a Designated Beneficiary Agreement?

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

- 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 (previous 3 years)
- Deeds to Real Property
- Documentation for any entities owned by decedent (e.g., corporations, limited liability companies, partnerships)
- Titles for Automobiles

SUMMARY OF ASSETS

Please list all of your assets on the below form. You may use "ballpark" figures, but it is important that this list is filled out completely, including an indication of the ownership of each asset.

<u>ASSETS</u>	<u>SURVIVING SPOUSE</u>	<u>DECEDENT</u>	<u>JOINT</u>	<u>TENANTS IN COMMON</u>
<u>REAL ESTATE</u> Home				
Other Real Estate				
<u>CASH AND SECURITIES</u> Cash and Checking Accounts				
Savings Accounts				
CDs, T-Bills, etc.				
Stocks/Bonds/Mutual Funds				
U.S. Savings Bonds				
Other				
<u>PERSONAL PROPERTY</u> Cars				
Household Furnishings				
Jewelry				
Recreation Equipment				
Collectibles				
Other				
<u>OTHER</u> Life Insurance				

Pension Death Benefits - Circle: IRA, KEOGH, Profit Sharing, Other				
Annuities				
Business Interests				
Loans Receivable				
Oil, Gas and Other Minerals				
Prospective Inheritances				
<u>TOTAL ASSETS</u>				
<u>LIABILITIES</u>				
<u>MORTGAGES</u> Home				
Other Real Estate				
<u>OTHER LOANS</u> Cars				
Other				
Unsecured Debts				
<u>TOTAL LIABILITIES</u>				
<u>NET ESTATES</u>				
<u>GRAND TOTAL</u>				
<u>YEARLY INCOME</u>				

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 \$275.00 per hour for David W. Kirch, Esq. (\$350.00 per hour for litigation or complex matters), \$235.00 per hour for Charles E. Rounds, Esq. (\$285.00 per hour for litigation or complex matters), \$200.00 per hour for Emily L. Bowman, Esq. (250.00 per hour for litigation or complex matters), \$200.00 per hour for Gerard ("G") Deffenbaugh, Esq. (250.00 per hour for litigation or complex matters), \$200.00 per hour for associate attorneys (\$250.00 per hour for litigation or complex matters), \$135.00 per hour for Paralegals, and \$125.00 per hour for 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 e-mail 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 which have been outstanding more than thirty days from the statement date will be assessed a monthly late charge equal to 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 12% per annum. Any fees paid in advance will be held in a COLTAF [Colorado Lawyers 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 is provided to us by you 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 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:** 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 in any of your estate planning documents without your mutual knowledge and consent.

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 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 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 7 years after we close our file. At the expiration of the 7-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.

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

I/We, _____, [Print Name(s)] have read and understand the above fee arrangement of Kirch Rounds & Bowman PC on ___ day of _____, 2018. this

[Signature]

[Signature]

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[Signature]

[Signature]