

AMERIESTATE LEGAL PLAN, INC.Toll Free: (800) 235-0963 Facsimile: (562) 296-9760 www.ameriestate.com E-mail: legalplan@ameriestate.com**Estate Planning Services Authorization Disclosure and Receipt**

NAME (Please Print)			PHONE ()	
# DEEDS	LEGAL PLAN MEMBERSHIP (Included in Base Price)	BASE PRICE ESTATE PLANNING SVCS.	ADDITIONAL COSTS (DEED PREP, ASSIGNMENTS, ETC)	TOTAL FEE
Payment Method		VISA / MASTERCARD/ DISCOVER NUMBER		EXP DATE

Preparation of Real Estate Transfer documents provided at additional cost as indicated above. **Recording Fees billed separately at delivery.****MEMBERSHIP SERVICES REQUESTED**Preparation of Revocable Living Trust Portfolio (see below for documents and services included)Existing Trust: Trust Review Review & Restatement Review/Revocation/New Trust

Member to provide copy of trust, Provider Attorney to provide telephone consultation and final determination of service to member.

Will Portfolio. Consultation and preparation of 5-tab portfolio including: Last Will & Testament, Durable Power of Attorney Asset Management, Advanced Health Care Directive and Personal Estate Planning Organizer worksheets.Irrevocable Life Insurance Trust Corporation LLC Limited Partnership Other**AGREEMENT**

- My/Our estate planning documents are being prepared as a function of my/our membership in the AmeriEstate Legal Plan. All services provided are subject to the terms and conditions of the Membership Agreement, which I have executed. This authorization and disclosure serves as my/our request for estate planning services and Document Preparation Authorization. This Agreement is subject to the Definitions and General Provisions attached hereto and made a part hereof.
- Scope and Duties: Member hires AmeriEstate to provide access to attorneys and other services in connection with the preparation of Estate Planning documents. Suitability of any documents prepared shall be based on information provided and consultation with a licensed Provider Attorney.
- An Independent AmeriEstate Provider Attorney will provide phone consultation with me/us to review estate-planning options, which are appropriate for me/us and the advantages and disadvantages of each option. I/we authorize the Provider Attorney to prepare legal documents necessary to implement our estate plan. I/we understand that if the Provider Attorney cannot recommend a suitable estate planning strategy for me/us, that all fees paid in connection with said estate plan will be refunded in full.
- Disclosure and Use of Member's Personal and Financial Information: AmeriEstate and its independent Provider Attorneys recognize the importance of privacy and will not disclose any of the Member's personal or financial information to any person other than AmeriEstate employees, affiliates and Provider Attorneys without the Member's prior written consent. The use and disclosure of such information is further subject to Section 5 of the Definitions and General Provisions attached hereto.
- AmeriEstate contracts with Independent Sales Representatives ("ISR's") who market membership in the pre-paid legal access plan. ISR's are not licensed attorneys and do not engage in the practice of law. ISR's generally assist with the completion of questionnaires and the gathering of deeds, tax bills, family and financial information necessary for the proper completion of a member's overall estate plan. AmeriEstate compensates ISR's for enrolling members in the legal plan and for providing delivery and Notary services in connection with estate plans prepared by Provider Attorneys.
- In connection with delivery and Notary services, I/we understand that my/our document delivery will be done by an ISR who is an independent licensed Notary Public, and who may also be independently licensed in insurance and/or securities. By signing this Agreement, I/we are aware that the ISR may use the Member's personal or financial information to make recommendations that in his or her opinion are in my/our best financial interest, and who may present investment/insurance products to me/us for my/our consideration. I/we understand that I/we have the right to withhold such authorization or decline any such recommendation. In such case, said independent representative would be unable to use or disclose any information obtained to any other person or entity. It is further understood that neither AmeriEstate nor any of its independent Provider Attorneys are a party to ANY insurance or financial product offerings by ISR's. In addition, neither AmeriEstate nor any of its independent Provider Attorneys are in the business of providing financial or retirement planning advice and do not offer related investment or insurance products.
- I/We have been informed and understand that a Revocable Living Trust will not alter or reduce my/our personal income tax or provide insulation from creditors.
- Member agrees to provide AmeriEstate, its Provider Attorneys and ISR's with any information necessary for the proper completion of the estate plan and holds AmeriEstate, its Provider Attorneys and ISR's harmless from any damages or losses that may result from the member's failure to accurately or completely provide such information.
- AmeriEstate, its Provider Attorneys and ISR's will provide general assistance with explaining and completing funding forms for purposes of transferring assets into Members' Living Trust (if so established), however, Member understands that it is Member's responsibility to transfer assets into his or her living trust and hereby holds AmeriEstate, its Provider Attorneys and ISR's free and harmless from any damages or losses relating to the Member's failure to properly fund his or her trust.

Documents and Services Provided with Revocable Living Trust Portfolio

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| 1. Revocable Living Trust Preparation | 7. Funding letters/directives to Banks, etc. | 11. Deed Preparation add \$95 each |
| 2. Pour-Over Will(s) | 8. Guidelines to Successor Trustees/Final | 12. Sep Property Agreements add \$95.00 each |
| 3. Abstract of Trust | 9. Instructions Preparation of Real Estate Transfer | 13. Business Assignments add \$95each |
| 4. General Durable Power of Attorney | Documents at additional cost (see above). | 14. Complete Notary Service Included |
| 5. Advanced Health Care Directive | EXCEPTION: Hawaii & Timeshare Deeds are | 15. Reasonable ongoing phone consultation |
| 6. Schedule "A" Listing of Assets | quoted separately (Call for Pricing) | regarding documents prepared for member |
| | 10. County Assessor Supplemental Transfer Forms | without additional fee. |

By signing below I am requesting estate planning services offered by AmeriEstate Legal Plan, Inc. Provider Attorneys and authorize completion of the additional services indicated. If I have requested to pay for indicated services by credit card, I promise to pay by authorizing the issuer of the card identified above, the amount shown above as TOTAL FEE, subject to and in accordance with the agreement governing the use of such card.

MEMBER SIGNATURE	SPOUSE SIGNATURE	DATE
AGENT SIGNATURE	AGENT NAME (Print)	DATE

DEFINITIONS AND GENERAL PROVISIONS

Attachment to Estate Planning Services Authorization Disclosure and Receipt

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- (a) “Affiliate” means any person or entity (including, without limitation, ISR’s) with whom AmeriEstate has contracted to provide marketing or other services on behalf of AmeriEstate in connection with this Agreement or with respect to the delivery of services to a member required under this Agreement.
- (b) “Agreement” means this Estate Planning Services Authorization Disclosure and Receipt, and any written amendments thereto executed by the parties hereto.
- (c) “AmeriEstate” means AmeriEstate Legal Plan, Inc., a California corporation, and its successors and assigns.
- (d) “ISR” means independent sales representatives retained by AmeriEstate to market the prepaid legal access plan to members.
- (e) “Member” means the natural person or persons executing this Agreement.
- (f) “Membership Agreement” means the Family Legal Access Plan Membership Agreement and Receipt executed by the Member and AmeriEstate.
- (g) “Provider Attorney” means the attorney or law firm designated by AmeriEstate from time to time to provide the benefits to members described in this Agreement.

2. **General Provisions.**

- (a) **Nonwaiver.** Failure on the part of either party to complain of any action or nonaction, breach or default on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver of any rights or remedies hereunder, at law or in equity, and a waiver at any time of any provision hereof shall not be construed as a waiver at any subsequent time of the same or any other provision.
- (b) **Notices.** Any notices to be given hereunder by either party to the other shall be deemed received upon actual receipt if delivered personally in writing or three (3) business days after deposit in the United States mail, registered or certified, postage prepaid with return receipt requested, addressed to the party at the address specified on the first page of the Membership Agreement. The parties may change their addresses by written notice in accordance with this paragraph.
- (c) **Entire Agreement.** This Agreement and all exhibits hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and fully supersede any and all prior agreements between the parties hereto respecting the subject matter hereof. In addition, no amendment or modifications to this Agreement shall be valid unless set forth in writing and signed by each of the parties hereto.
- (d) **Severability.** Any provisions of this Agreement that may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.
- (e) **Headings.** The headings of the articles, sections, and paragraphs herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

- 3. **Provider Attorneys’ Professional Judgment.** It is within the sole discretion of the Provider Attorney to determine the legal advice, consultation and services to render to member, and whether claims or defenses pertaining to any matter under this Agreement presents a frivolous or otherwise unmeritorious claim or defense including decisions to appeal any judgment or decision, and the Provider Attorneys reserve the right to make independent professional judgments regarding same. AmeriEstate is not licensed to practice law, and will in no way influence or attempt to affect the rendering of professional services of any Provider Attorney.
- 4. **Waiver.** Member hereby waives, releases and discharges AmeriEstate and its agents, employees, officers, directors, shareholders, successors and assigns from any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorney’s fees) in connection with, arising out of, or related to the performance of services by Provider Attorneys or ISR’s in connection with this Agreement.
- 5. **Privacy Policy.** AmeriEstate respects each Members right to personal privacy, especially in connection with the delivery to AmeriEstate of personal information which may be used by Provider Attorneys or Affiliates in connection with a Member’s legal matters. In this regard, AmeriEstate collects non-public personal information about you from information you have provided on this Agreement, and information which you may provide to our Affiliates or Provider Attorneys in connection with a specific legal matter. Be advised that AmeriEstate does not share or disclose a Members information to any third parties, other than Provider Attorneys who must have such information to perform professional services on behalf of the Member and Affiliates with which the Member has given AmeriEstate permission to share such information. AmeriEstate never shares information with third party marketers unless the Member expressly authorizes AmeriEstate to do so. When AmeriEstate does share information with Provider Attorneys or Affiliates, it is limited to the information necessary for the particular circumstance, and only under strict controls to prevent misuse. AmeriEstate restricts access to the information it obtains about Members to only those employees and service providers who need to know that information to provide the Member with the services requested.