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Orlando, FL 32854

w w w . a s p i r e l e g a l . c o m

October 17, 2024

<<Recipient name>>
<<Recipient address topline>>
<<Recipient address bottom line>>

RE: <<Subject>>

Dear <<Recipient greeting>>:

This document states the understanding between you and our firm for the services you want us to perform as your attorney.

We will provide those legal services reasonably required to represent you and will take reasonable steps to keep you informed of progress and to respond to your inquiries. Our services will include the following services only:

[~ **services to be performed** ~]

Our services will not, however, include litigation of any kind, whether in court, in administrative hearings, or before government agencies, mediators, or arbitration tribunals; these services may be added later by a separate written contract signed by both of us. This agreement will not take effect, and we will have no obligation to provide legal services to you until you reply to this e-mail with your direction for us to proceed with providing these services and – if requested – pay the invoice presented to you for payment.

If this paragraph is checked, you agree to pay the non-refundable flat fee of \$[~ **amount** ~]. We will not commence the work until you have paid this fee (or such portion of the fee as agreed upon). This non-refundable fee, or any portion of it paid in advance, is earned upon receipt and will not be held in trust.

If this paragraph is checked, you agree to pay us based upon our hourly rates for the services listed above. We will invoice you no less than monthly for the work performed within prior to issuance of our invoice. Our invoice will contain line-item details of the services performed, the duration of the service, and the name or initials of the person who performed the services. We require a deposit of \$[~ **amount** ~] before we can commence work. This retainer will be held in our trust account and disbursed to us to pay each invoice as it is generated. While we may have given you a written or oral estimate of the total cost of our services to be performed hereunder, there is no guarantee or commitment that the final fees you pay will be less than or equal to the amount so estimated. If you object to any charges, you will inform us of such objection within ten days after we send the invoice to you. All invoices are generated electronically and will be sent to you via our secure online portal or via e-mail. Once the retainer is depleted, you agree to either replenish the retainer or place a credit card on file in our payment system to pay the invoices as they are generated. If you fail or refuse to pay any invoice within 30 days of issuance, we may cease work on your behalf, terminating this agreement. Our current hourly rates are as follows, but may be revised at any time after we have informed you in writing via e-mail of such revision:

Attorney – Partner: \$500.00 per hour
Attorney – Associate: \$350.00 per hour
Paralegal - \$150.00 per hour
Legal Assistant - \$50.00 per hour

Additional terms, conditions, and limitations apply to our representation of you. They are attached to this letter and

incorporated by reference.

If you have any questions, please do not hesitate to reach out to us at any time at hello@aspirelegal.com

Until then, I remain,

Cordially Yours,
ASPIRE LEGAL SOLUTIONS PL

Joseph E. Seagle, Esq.
For the Firm

Enclosure(s): Standard Terms and Conditions

ACCEPTED BY CLIENT:

CLIENT

Printed Name & Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS

These are the standard terms, conditions, and limitations that govern our representation of you in handling your legal matter:

The Scope of Our Representation

Our attorney-client relationship is strictly limited to legal services in the matter(s) described in the letter that accompanies this document. You understand that you are not relying on us for business, investment, accounting, or valuation decisions, or to investigate the character or credit of persons or firms with whom you may be dealing (such as insurance companies or investment advisors) unless otherwise specified in the letter. We will advise you of developments as necessary to perform our services and will consult with you as necessary to ensure the timely and effective completion of our work.

1. Client's Duties

To adequately represent you, it is important that you be truthful with us, cooperate with us, keep us informed of developments, abide by this agreement, pay our bills on time, and keep us advised of your current address, telephone number, e-mail address, and whereabouts.

2. Costs and Expenses

In addition to the fees, you agree to reimburse us for costs and expenses incurred in connection with our representation of you, including fees fixed by law or assessed by public agencies (i.e. recording fees and documentary taxes, annual report fees, and non-Florida registered agent fees), messenger or delivery fees, postage expenses, in-office photocopying at \$0.25 per page when copying over 20 pages, parking, mileage at the applicable IRS per-mile rate, private investigation (i.e. heir search) expenses, expenses of materials or books particularly related to our representation of you, expenses of consultation with other attorneys, accountants or other professionals. You authorize us to hire any investigators, attorneys, consultants, or other professionals reasonably necessary in our judgment and to direct such persons or entities to render statements for services rendered and expenses advanced either directly to you or to us (in our discretion), in which later event you agree to promptly reimburse us for the full amount of such statements.

If you have engaged us or one of our affiliated companies for subscription services that incur a periodic fee (i.e. registered agent, trustee fees, etc.), you agree that we may increase these fees no more than annually on January 1 of each succeeding year. If you wish to cancel any such subscription service, you must notify us within 30 days of receiving the invoice for such services or the invoice will not be canceled, and interest may accrue. Termination fees may apply, depending on the service.

You acknowledge that the basis of computing our compensation has been fully explained to you and that our compensation is based on, among other factors, the time and labor involved, novelty or difficulty of questions presented, the results obtained, time limitations imposed by this representation, the reputation, experience, and ability of our firm in performing this type of service.

3. Invoices and Payments

You agree to pay our invoices within 30 days after each invoice's date. We shall send you periodic statements for fees and/or costs incurred. We anticipate these invoices will be sent monthly or before commencing the work.

4. Termination

You are free to consult with another attorney at any time and may discharge us as your attorney at any time. We may withdraw from representing you with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. If one of our ancillary companies is acting as a trustee of a trust for you or registered agent for one of your entities, we may terminate those services for the same reasons set forth here or in the trust agreement or for non-payment of periodic fees assessed for those services. We may also terminate such subscription services if you are engaged in activities or accused of engaging in activities that would be harmful to our reputation as we determine in our sole discretion.

All unpaid charges shall become immediately due and payable when our services conclude. After our services conclude, we will, upon your request, deliver your files to you along with any of your funds or property that are in our possession.

You agree that electronic copies and transferring your electronic files upon termination of our services are sufficient, and printed hard copies are not necessary.

At the end of the representation, any of your original documents or other property in the firm's possession will be returned to you. The firm will keep an electronic copy of its file for six years after the end of the representation, after which the firm may securely and confidentially dispose of the file.

5. Disclaimer of Guarantee

You understand that nothing in this agreement and our statements to you are to be construed as a promise or guarantee about the outcome of your matters. We make no such promises or guarantees. Our comments about the outcome of your matters are expressions of opinion only.

6. Failure To Pay Fees and Expenses

If any fee is not paid as provided above, we reserve the right to charge you interest at the rate of 18% per annum until payment is received. You agree that if fees are not paid promptly, we shall be able to recover from you attorney's fees and costs in connection with negotiation, settlement, or an action to enforce payment of fees pursuant to this agreement.

7. Confidentiality and Use of Technology

You acknowledge and understand that we utilize the Clio online platform for case management, secure document storage, and communication purposes. Clio is a cloud-based service designed to ensure the confidentiality and security of your information in compliance with applicable privacy laws and ethical guidelines.

Additionally, we frequently communicate with clients via email. While we take reasonable steps to ensure the confidentiality of our email communications, including using encryption where appropriate, you acknowledge that email is not always a secure medium. By agreeing to our representation, you consent to the use of email as a primary means of communication unless you instruct us otherwise in writing.

If you have concerns about the security of email communications or prefer an alternative method of communication, please inform us, and we will make the necessary arrangements. We may charge additional or higher fees if you require special accommodations, such as mailing hard copies of documents.

We retain electronic copies of documents only; we do not retain physical original documents. When we deem it necessary or advisable, we will forward original deeds, mortgages, promissory notes, title insurance policies, and mobile home titles to you after we scan electronic versions into our practice management system.

You acknowledge and understand that every phone call to or from our office is recorded. Sometimes, but not always, we may archive recorded phone calls to our practice management system for later reference. Further, all video conferences are recorded. These video conferences and some recorded phone calls may be processed by artificial intelligence to summarize, analyze, and further archive the information presented in the phone or video meeting for future reference. Any such reports, summaries, or analyses created by artificial intelligence will be shared with you upon request and maintained in your electronic file inside our practice management system.

8. Use of Artificial Intelligence (AI) and Legal Technology

Our firm utilizes artificial intelligence (AI) and other advanced legal technologies to assist in efficiently handling legal matters. These technologies may be used for document review, legal research, drafting, and other routine tasks. By integrating AI, we aim to enhance efficiency and deliver cost-effective services to our clients without compromising the quality of representation.

You acknowledge and agree that AI tools will be used to support, not replace, our attorneys' professional legal judgment and oversight. All decisions and final legal advice will be provided by a licensed attorney in full compliance with the legal profession's ethical rules, including those set forth by The Florida Bar.

While AI tools may expedite routine processes, your confidentiality and the attorney-client privilege remain paramount. We take all necessary precautions to ensure that the use of AI technology aligns with the ethical and legal standards required in our practice.

If you have any concerns about our using AI in your matter or prefer that certain tasks be handled solely by a human, please notify us, and we will accommodate your preferences as much as possible.

9. Tax and Business Advice

Once the services outlined in your engagement agreement are completed, we have no duty to continue representing you. For example, if we create a limited liability company for you, we will not remind you of additional filing deadlines, tax notices, changes in the law, or licensing updates. If we are engaged to prepare a deed or loan documents for you, we will not conduct any title search nor provide any opinion of title related to the marketability of your title or priority of your lien. If we represent you as a purchaser or seller in a real estate closing, we have no obligation to determine whether the price you are paying or being paid is reasonable, whether the property is structurally sound or suitable for your needs, or any other issues other than those specifically outlined in our engagement. We provide no business advice related to the feasibility of a loan, the tax consequences or requirements of any legal matters we may handle for you, or the completion and filing of any tax or licensing forms on your behalf unless specifically included in writing in the scope of the legal work we have been engaged to complete for you.

IRS Circular 230 requires us to notify you that any U.S. federal tax advice provided in our representation of you is not to be used and cannot be used to (1) avoid tax-related penalties or (2) promote, market or recommend any tax-related matters we may address. If you would like a written opinion upon which you can rely for avoiding penalties, such services must specifically be included in our engagement with you.

10. STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

We are providing you with this section 10 to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully. If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

- a) An attorney with this firm may not refuse to represent you because of race, creed, color, sex, sexual orientation, national origin, or disability. You are entitled to expect that your attorney will be capable of handling your case; showing you courtesy and consideration at all times; representing you zealously; and preserving your confidences and secrets that are revealed in the course of the attorney-client relationship.
- b) You are entitled to a written retainer agreement, which sets forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions orally represented to you. You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.
- c) You may refuse to enter into any fee arrangement that you find unsatisfactory. Your attorney may not request a fee that is contingent on the securing of a divorce, resolution of a criminal matter, or certain other actions. You are entitled to know the approximate number of attorneys and other legal staff members who may be working on your case at any given time and what you will be charged for the services of each. You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent. At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case.
- d) You are entitled to receive a written itemized bill on a regular basis. You are expected to review the itemized bills sent by the firm, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.
- e) You are expected to be truthful in all discussions with your attorney and to provide all relevant information and documentation to enable him or her to competently prepare your case. You are entitled to be kept informed of the status of your case, and to be provided with copies of documents prepared on your behalf or received from the court or your adversary.
- f) You have the right to be notified of and attend court conferences unless a judge orders otherwise. You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.
- g) Should your attorney seek to withdraw from the representation, or should you discharge your attorney for any

reason, you have the right to obtain the release of your file. If an action is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of any proceeds of your judgment. If no action is pending and your withdrawing attorney retains possession of the file, the attorney must return it within 30 days of withdrawal, but may then commence proceedings against you to recover any unpaid fee.

- h) You are under no legal obligation to sign a note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested.
- i) You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can ever be guaranteed. If at any time you believe that your attorney has engaged in unethical conduct, you can report the matter to The Florida Bar which oversees lawyer conduct.
- j) In the event of a fee dispute, you have the right to seek arbitration, the results of which are binding. Upon your request, The Florida Bar** will provide you with the necessary information in the event of a fee dispute. ** 800-342-8060.

11. Privacy Policy

You authorize us to share your personally identifying information with our affiliated companies (i.e. our land trustee company or registered agent services company) to the extent needed to provide additional services related to the legal services for which you have engaged us. You likewise authorize us to share such personally identifying information, including copies of or information from your driver's license or passport, account numbers, taxpayer identification number, mailing and physical addresses, phone numbers, and electronic mail addresses, with third parties related to our representation of you. Such parties may include, but not be limited to, closing or title agents, 1031 exchange qualified intermediaries, co-counsel, FinCEN, the Internal Revenue Service, your attorneys-in-fact, personal representatives, and trustees. Before sharing such information, we will first review the request for the information and determine whether disclosure is required by law or necessary for your legal representation. Consistent with our professional obligations, we may provide your personally identifying information to regulatory authorities and law enforcement officials under applicable law or when we otherwise believe in good faith that the provision of such information is required or permitted by law, such as in connection with the investigation or assertion of our legal defenses or for our compliance matters.

12. Dual Representation of Married Clients

If we are representing both spouses jointly in this matter, your best interests and our ethical obligations to each of you require that you fully understand the considerations involved in such dual representation. This means that we owe duties and obligations to both of you, and that each of you has an obligation to disclose to us all information that is relevant to your estate planning. Estate planning is an area in which people with shared interests can often disagree. As a married couple, you share certain goals and interests. At the same time, your individual interests can differ and sometimes conflict.

For example, couples may have different views on how property should pass after the death of one or both of you. In some situations, we may recommend that you restructure your asset to take advantage of available income and death tax benefits that may involve gifts from one spouse to the other or the formation of irrevocable trusts. These actions can affect the division of property in the event of dissolution of marriage.

If you each had a separate lawyer, you would each have an advocate for your position and you would each receive independent advice. In that singular representation arrangement, information given to your own lawyer is confidential and cannot be obtained by your spouse without your consent. When we represent you jointly through this dual representation arrangement, we cannot be advocates for one of you against the other. Information that either of you gives us relating to your estate planning cannot be kept from the other spouse. Since we represent you jointly, our efforts will be to assist in developing a coordinated estate plan and to encourage the resolution of differing interests in an equitable manner. If you disagree on an estate planning provision, rather than acting as an advocate for either of you, we would act as a mediator to work toward creating a plan that achieves the interests and goals of both spouses.

By employing us to represent you jointly, you agree that there will be no confidential communications between either spouse and the firm: if one of you discloses information to us about your financial affairs or intentions, we are free to disclose that information to the other spouse to achieve your estate planning goals.

If this is not acceptable to you, you must advise us immediately so that other arrangements can be made.

If a legal controversy ever developed between you concerning your estate planning, we would be required by the ethics rules to withdraw from the dual representation. We could not represent either of you individually in that controversy

without the consent of both of you. In addition, if there were litigation between the two of you, we could be compelled by the court to testify about information we obtained from either of you and about the advice that we gave to you in your estate planning.

13. Our Duties if You Become Disabled

The professional ethics rules authorize us to attempt to continue a normal attorney-client relationship with you if you cannot make sound decisions about the matters you have retained us to advise you about. These rules also authorize us to seek the appointment of a guardian or to take other actions to protect your interests if we reasonably believe this necessary.

The law permits you to appoint an authorized agent to act on your behalf. For example, you can appoint an attorney-in-fact under a durable-power-of-attorney document. The authorized agent can continue to act on your behalf even if you later become unable to make your own decisions. If the authority that you give to the authorized agent is broad enough, the authorized agent can make decisions for you concerning your estate planning and any other matters that you have retained us to advise you about. For example, that authority could include that ability to make gifts of your assets during your lifetime (and perhaps include the ability to make gifts to this authorized agent), and to execute contracts and agreements on your behalf.

If you have designated an authorized agent to act on your behalf under a power-of-attorney document or some other arrangement, and if in our judgment that authorization is broad enough to include the authority for that person to instruct us on your estate planning or any other matters that you have retained us to advise you about, you agree that we can continue to represent you in your estate planning or those other matters, and that we may rely upon the communications and instructions from your authorized agent. You also agree that we may communicate with your authorized agents and disclose information to them that is relevant and necessary to allow them to make informed decisions on your behalf, including information that has been communicated to us by you that is protected by attorney-client confidentiality.

We reserve the right to refuse to act upon your authorized agent's instructions and instead to take whatever action that we reasonably believe necessary to protect your interests if we reasonably believe that your authorized agent does not have the authority to act on your behalf in the matter that we represent you on, or if we reasonably believe that your agent is not acting in your best interests or in furtherance of your objectives as we understand them.

14. FinCEN Reporting

If our representation includes the filing of any reports with the U.S. Department of Treasury's Financial Crimes Enforcement Network (FinCEN) on your behalf, you agree to provide us with truthful information we may request to fulfill those initial reporting requirements. You hold us harmless for any inaccuracy in such information you provide to us, and you hold us harmless for any penalties that may be assessed for failure to timely file such reports if you have failed to provide such information we request for completion of the reports. Further, we have no obligation to monitor your filings with FinCEN to ensure such reports are updated timely from time to time as required by law.

REV: October 17, 2024