

APPENDIX "A"

SAMPLE RETAINER LETTER

Re: Estate of *[name of deceased]*

We wish to confirm, for our records and yours, some of the matters discussed in our meeting with you on *[month, day, year]* concerning the administration of the deceased's estate.

As we advised, the initial procedure will involve obtaining a grant of probate of *[name of deceased]*'s will, which will confirm the validity of that will as a testamentary document and also confirm your appointment as executor.

You should also be aware that, while the deceased's will speaks from the moment of death, in most cases you will be unable to dispose of any of the deceased's assets until the grant has been obtained.

Once you determine the particulars of all assets and liabilities of the estate, this information should be provided to us and we will prepare the appropriate documentation leading to the grant. When the grant is issued, we will assist in having the assets of the estate transmitted into your name as executor.

As executor, you should also see to the settlement of any estate debts and keep a full and careful accounting of your administration of the estate, including the preparation and filing of income tax returns.

We also wish to confirm our agreement with respect to the basis on which we are retained to act for you in your capacity as executor. If you concur, the arrangements will be as follows:

1. Services to be Performed

Our services will include the following:

- (a) advising you generally with respect to the law relating to the administration of the estate;
- (b) assisting you in verifying the ownership of *[name of deceased]*'s assets, including searching titles;
- (c) preparing all documents required to obtain a grant of probate;
- (d) applying for a grant of probate;
- (e) attending to the transmission of the assets into your name as executor;
- (f) assisting you in transferring the assets to the beneficiaries;
- (g) assisting you in the passing of your first accounts as executor; and
- (h) if requested to do so, assisting you in the preparation and filing of the necessary income tax returns for the deceased and the estate.

2. Fees and Disbursements

[Use the following paragraph for fees based on an hourly rate:]

Our fees will be calculated on a time basis. In other words, our fees will be billed on the time spent times the hourly billing rate of the persons involved. For example, the writer's hourly rate is \$ *[sum]*. This does not include our out-of-pocket disbursements, such as court fees, etc., for which you will also be charged.

[Use the following paragraph for an hourly rate with a maximum:]

Our fees will be calculated on a time basis. In other words, our fees will be billed on the time spent times the hourly billing rate of the persons involved. For example, the writer's hourly rate is \$ [sum]. We have agreed with you, however, that our fees in this matter will not exceed \$ [amount], which does not include our out-of-pocket disbursements, such as court fees, etc., for which you will also be charged.

You are our client and are primarily responsible for payment of our fees. However, you will be entitled to reimbursement out of the estate for reasonable legal expenses.

If we perform work that is usually done by an executor personally, the fees for this work should be deducted from your executor's fee and you will be personally responsible for any shortfall.

All fees are subject to *[P.S.T. and]* G.S.T.

3. Retainer

[We do not require a retainer in this case/We require a retainer of [\$ amount] in this case]. If we are required to incur out-of-pocket expenses, then we will bill you for the disbursements directly except for probate filing fees. These court fees are levied at the rate of \$208 plus \$6 for each \$1,000 of estate value in excess of \$25,000 up to \$50,000, plus \$14 for each \$1,000 or part of \$1,000 of estate value in excess of \$50,000, and are payable when the application is made for the grant. We will require funds in advance to pay these court fees when required by the probate registry.

4. Billing

We will first bill you after we have obtained the grant. After that, we will bill you on a monthly basis until the completion of our services.

5. Interest on Overdue Accounts

Our accounts, when rendered, are on a 30-day basis. If our account is not paid within 30 days after we send it to you, we will charge interest at the rate of *[rate]*% per annum on any outstanding balance.

6. Review

When an account is rendered you have the right, under section 70 of the *Legal Profession Act*, to have it reviewed by a Registrar of the Supreme Court of British Columbia.

7. Termination

At all times you shall have the right, with or without cause, to terminate our services on written notice to that effect. We also reserve the same right.

If the terms set out above are acceptable to you, would you please sign the enclosed copy of this letter and return it to us in the enclosed envelope. You may, if you wish, seek independent legal advice before signing this letter.

Yours truly,

[law firm signature]

AGREED to *[month, day, year]*

[client signature]