

Gentry & Thurman

A Professional Association

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PROBATE CONTRACT SERVICE AGREEMENT

The Nominated Personal Representative “NPR” hereby engages Attorney to commence and prosecute Florida formal probate administration proceedings regarding the Estate of the Decedent. It is understood that if Decedent owned real estate outside of Florida it may be necessary for ancillary proceedings be undertaken in such other location. Attorney will handle only the Florida proceeding and, if such ancillary proceedings are necessitated, the Estate and/or NPR will compensate attorneys in such other states and pay costs over and above that provided in this Agreement.

If there is no litigation, Attorney shall be entitled to bill at an hourly rate of \$250.00 per hour with a minimum total billing of One Thousand Five Hundred (\$1,500.00) Dollars, plus reimbursement for all actual and prospective costs and expenses. Costs and expenses mean and include, but are not limited to, court filing fees, service of process fees, long distance telephone calls, Faxes, publication expenses, certified and registered mailings, courier fees, certified copy fee, etc. As to long distance phone calls or FAX messages, a charge of \$1.00 will be billed for each occasion. Fees paid to an accountant for income tax and Estate tax filings are extra costs to be paid by the Estate and/or NPR over and above that noted above.

Should any objection be made to the fee arrangement noted above, the parties agree that the provision of [Florida Statute § 733.6171](#) applies which sets fees as follows: (a) Two (2%) percent of the inventory value of the probateable assets and income thereon occurring throughout

administration of the proceedings; plus (b) if Estate taxes are involved, one (1%) percent of the gross Estate as determined for such tax purposes; plus, (c) the sum of \$250.00 per hour times the number of hours attorney expends in the work, and \$85.00 per hour for paralegal assistant's time. The hourly rate will be based on quarter-hour increments and the minimum charge for any one activity will be equal to the fee for one-quarter hour.

Simultaneously with the execution of this Agreement, the NPR has given Attorney the sum of One Thousand Five Hundred (\$1,500.00) Dollars as and for a retainer against fees and costs. Upon filing the Inventory of assets of the Decedent as required by the probate court (approximately half-way through the proceedings), Attorney shall be paid his full fees and all actual and expected costs as determined above. The fee and expenses due Attorney will then be adjusted upwards or downwards thereafter depending on assets and income shown in later accountings given to the court (and/or Internal Revenue Service for Estate tax purposes) during the course of the proceedings.

If litigation ensues due to objections or claims or other matters made in the proceedings, the Attorney may engage other attorneys to assist in such litigation and, in such case, over and above the fees and/or costs noted above, the Attorney and such other attorneys shall receive fees of no more than \$300.00 per hour total amongst them, plus reimbursement for all costs and expenses of litigation. Such hourly rate applies to preparation for litigation, actual litigation and appellate work.

NPR may, at any time, discharge Attorney by written message. Attorney may, at any time, resign from service in the event that conflicts and disputes arise. In such event of discharge or resignation, Attorney shall be paid quantum meruit his fees as noted above and be reimbursed for all costs and expenses involved.

IN WITNESS WHEREOF, the Nominated Personal Representative(s) and Attorney have made and signed this Agreement as of the _____ day of _____, 2008.

CLIENT / NPR

The undersigned accepts this cause for representation as of the date of this agreement and the client named within, with the express understanding that this Contract for Legal Services is conditioned upon the receipt of the Retainer Fees set forth above.

D. CHRISTINE THURMAN, ESQ.