



ESTATE PLANNING INTAKE SHEET

NAME: _____ SEX: _____

OTHER NAMES USED (INCLUDING MAIDEN): _____

ADDRESS: _____

PHONE: () _____ SOCIAL SECURITY NO.: _____

MAY WE LEAVE MESSAGES AT THE PHONE NUMBER ABOVE? (Y) (N)

DATE OF BIRTH: _____ DRIVER'S LICENSE NO. _____

CITIZENSHIP: _____ PLACE OF BIRTH _____

EMPLOYMENT STATUS: Employed Retired Unemployed (check appropriate box)

MARITAL STATUS: Married Widow(er) Divorced Single (check appropriate box)

NAME OF SPOUSE: _____ SPOUSE'S DATE OF BIRTH _____

DO YOU CURRENTLY HAVE A WILL OR TRUST? (Y) (N)

DO YOU CURRENTLY HAVE A "HEALTH CARE DIRECTIVE" OR "LIVING WILL"? (Y) (N)
If you answered "Yes", was it executed prior to 1994? (Y) (N)

DO YOU CURRENTLY HAVE A "DURABLE POWER OF ATTORNEY FOR ASSETS"? (Y) (N)

IF YOU HAVE *MINOR* CHILDREN, DO YOU CURRENTLY HAVE A "NOMINATION OF GUARDIAN" DOCUMENT? (Y) (N)

LIVING CHILDREN (if any):

<u>Name</u>	<u>Address</u>	<u>Date of Birth</u>

DECEASED CHILDREN (if any):

<u>Name</u>	<u>Date of Death</u>

LIVING PARENTS (if any):

<u>Name</u>	<u>Address</u>	<u>Date of Birth</u>

LIVING SIBLINGS (if any):

<u>Name</u>	<u>Address</u>	<u>Date of Birth</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIVING GRANDCHILDREN (if any):

<u>Name</u>	<u>Address</u>	<u>Date of Birth</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOCATION OF SAFE DEPOSIT BOX: _____

CONTENTS OF SAFE DEPOSIT BOX: _____

WHO HAS ACCESS TO SAFE DEPOSIT BOX? _____

IDENTIFY THE FOLLOWING ADVISERS (if any):

ACCOUNTANT: _____

<i>NAME</i>	<i>ADDRESS</i>	<i>PHONE #</i>
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LAWYER: _____

INVESTMENT ADVISER: _____

ESTIMATE YOUR ASSETS:

<i>Description of Asset</i>	<i>Owned by Husband</i>	<i>Owned by Wife</i>	<i>Owned Jointly</i>
Life Insurance	\$ _____	\$ _____	\$ _____
Primary Residence	_____	_____	_____
Other Real Estate	_____	_____	_____
Investments (Stocks, Bonds, Money Markets, Annuities)	_____	_____	_____
Retirement Accounts (IRA's)	_____	_____	_____
Certificates of Deposit (CDs)	_____	_____	_____
Savings/Checking Accounts	_____	_____	_____
Other Assets	_____	_____	_____
TOTAL	\$ _____	\$ _____	\$ _____

ESTIMATE YOUR DEBTS:

<i>Description of Debt</i>	<i>Owned by Husband</i>	<i>Owned by Wife</i>	<i>Owned Jointly</i>
Credit Cards	\$	\$	\$
Mortgages			
Auto Loans			
Other Debts			
TOTAL	\$	\$	\$

HOW WOULD LIKE YOUR ESTATE DISTRIBUTED UPON YOUR DEATH: _____

YOUR *FIRST* CHOICE TO ACT AS EXECUTOR/TRUSTEE (e.g., person to handle your estate upon death):

_____ **Attorney**
_____ **Other (please specify name, address, and telephone)**

YOUR *SECOND* CHOICE TO ACT AS EXECUTOR/TRUSTEE (e.g., person to handle your estate upon death):

_____ **Attorney**
_____ **Other (please specify name, address, and telephone)**

ATTORNEY-CLIENT RELATIONSHIP

If you agree to retain our firm in connection with your estate plan, it is understood that after your estate planning documents have been executed, you will be responsible for asking us about any subsequent changes in the law that may be applicable to your completed estate plan. Further, it is your responsibility to bring to our attention any changes in your personal family situation or estate planning objectives that might lead to changing your estate planning. We do not assume any responsibility to keep you advised of how changes in the law or in your family situation might affect your completed estate planning documents. Therefore, you are encouraged have your estate plan reviewed on a regular basis by a qualified estate planning attorney.

Dated: _____

Signature: _____

Dated: _____

Signature: _____

SPOUSAL CONSENT WAIVER
(COMPLETE ONLY IF YOU ARE A MARRIED COUPLE)

You have asked us to represent both of you in your estate planning. Certain rules of ethics indicate that we should obtain a written consent from you before accepting such joint representation. Accordingly, we are addressing the issue of joint representation and requesting that you consent to our joint representation of you. As husband and wife you have personal and property interests that may potentially conflict. During the course of our estate planning work, conflicts of interest may arise between you with respect to the ownership or character of your property. For example, there may be doubt, or questions may arise, as to whether certain property is your separate or community property, or a combination of both. During the course of the preparation of your wills, trust, and other documents, conflicts of interest may arise between you with respect to your respective preferences for the disposition or administration of your property or other matters governed by these documents. For example, one of you may desire property to be administered in a way different than the other following your deaths. The possibility of divorce must also be recognized. Our recommendations now, and your decisions, could affect the income, property, and support provisions in any such divorce. In all these ways, your respective individual interests may be or become adverse in the estate planning process. As attorneys for both of you, we cannot be an advocate for either of you, but must try to balance all factors and make recommendations affecting each of your individual interests in your property and how your property will be administered and distributed. As a result, such joint representation may result in less vigorous assertion or protection of one person's individual interests than if independent legal counsel represented that person. Accordingly, we are advising each of you that you each have the opportunity, as well as the legal right, to obtain independent legal advice from separate legal counsel. You should feel free to consult separate legal counsel at any time you consider appropriate concerning matters that are the subject of our joint representation, including whether or not you should sign this letter. We cannot, for example, represent either of you in determining the character of your property if you are uncertain as to whether it is community or separate property.

We have agreed to advise both of you fairly and impartially with respect to your estate planning. Despite our best efforts, the balance we attempt could end up favoring one of you to the detriment of the other. You have advised us, however, that you are in full agreement as to the ownership and character of your property at this time, and as to how that property should be distributed under your estate plan. In reliance upon your representations to us, we undertake this joint representation of you with the understanding that neither of you now perceives any actual conflict of interest in your respective positions. Moreover, based on the information you have provided us, there does not appear to be any actual conflict of interest between you at this time. In sum, although your individual interests may potentially differ, your objectives now appear to be the same.

Due to the complexity of the law and your personal circumstances, we cannot possibly anticipate or describe all the potential conflicts of interest that might arise between you in the future. Nor is it possible for us to advise you of the pros and cons of any particular issue from the point of view of each of you or the potential adverse effects of any potential conflicts upon our representation of each of you. Because you may not always perceive issues in the same way, and new facts may come to light or your personal interests may change, it is possible that a conflict of interest now exists or may arise in the future. If any of these issues are of concern to you, you should retain independent legal counsel to advise you.

By signing this waiver you will be acknowledging and consenting to our joint representation of you despite the potential for conflicts of interest arising during such joint representation. You will also be acknowledging that if any actual dispute arises between you concerning the subject of our joint representation of you, we may be required to withdraw as counsel to one or both of you absent further consent from each of you. If any conflict of interest arises between the two of you of such a nature that we cannot in our judgment perform our obligations to each of you in accordance with this agreement, we will withdraw from further representation of both of you at that time. We will also advise both of you to obtain independent legal counsel.

Dated: _____

Signature: _____

Dated: _____

Signature: _____

FOR OFFICE USE ONLY

CASE REFERRED BY: _____ INTAKE BY: _____
REFERRED TO ATTORNEY: _____ DISPOSITION DATE: _____