

GiftAttorney Client Disclosure and Waiver

(Note to GiftAttorney: If both the GiftAttorney and clients have a relationship with a charity, it is essential to establish and affirm the independent status of the GiftAttorney through full disclosure and waiver.)

DATE

Prospective Client

Re: Philanthropic Income and Estate Tax Planning

Dear Prospective Client:

This letter is drafted to formalize our understanding with respect to our proposed professional relationship with you, and to set forth the terms and conditions upon which we will provide you with consulting, advisory and other legal services.

Before detailing the parameters of our professional relationship, I want to point out that this firm has been involved in assisting _____ (hereafter "The Charity") and other nonprofit organizations with their philanthropic and development planning efforts. Because there is the possibility of adverse interest between you and The Charity, we do have an apparent conflict of interest, as that term is defined under the applicable rules of the State Bar Association of _____. Generally, these rules state that:

"A member of the State Bar shall not accept professional employment without first disclosing his relations, if any, with the adverse party and a member of the State Bar shall not represent conflicting interests, except with the written consent of all parties concerned."

Although we do have a relationship as counsel to The Charity, we wish to make it perfectly clear that if we proceed to represent you as a client, we will endeavor to point out all of the various aspects and consequences of any proposed transaction between you and The Charity. In connection with any legal services we render on your behalf, you will be deemed to be our client and we will be mindful at all times of our obligation of trust and confidence to you. This confidential relationship will extend to our contracts with The Charity and its representatives, and if you desire that any information you provide to us should remain confidential, we will mark our files accordingly. However, due to the possibility of a conflict, we must ask that you consent in writing to our representation.

After we complete our analysis, we will provide you with our recommendations regarding planning alternatives available to help you achieve your objectives. You should feel free to have our recommendations reviewed by your other professional advisors (i.e., your tax accountant and other legal counsel), and if you would like, your other advisors may be invited to attend any conferences in our office. If our conclusion suggests implementation of income tax planning and estate planning which involve charitable techniques, you may feel free to utilize our office or any attorney of your choosing to implement the planning suggestions

In connection with making any planning recommendations, we will also advise you of the fees which we will charge if you use our office to implement the plan. Our fees will generally be set at a fixed fee

estimate based on the projected professional and staff time which your matter should require, as determined by our experience on similar matters. If appropriate, we will quote fees at an hourly rate to be based on the actual amount of time spent on any given matter.

While we may work towards your goals and will understand if you change your objectives or the design of any particular program, the payment of fees for services which we render is not conditioned upon your execution of documents or any implementation of any proposed plan.

Finally, you may be expected to advance out-of-pocket costs incurred on your behalf (i.e., recording charges), and in the event the firm is required to enforce collection of any fees or costs incurred in connection with this engagement, you will be expected to pay such additional costs, including attorney's fees, as may be awarded by any court or arbitration board.

Having satisfied the State Bar technical requirements for disclosure of potential conflicts, and having described the arrangement for fees and costs which may be associated with your prospective engagement of our firm, I look forward to assisting you with analysis of your planning options. In order to complete my file on this matter, I would appreciate it if you would sign a copy of this letter, indicating your understanding of its contents.

If you have any questions, Please feel free to call.

Sincerely,

Attorney at Law

Agreed to and Accepted by:

The undersigned expressly understand that the above attorney will perform to the best of his or her ability the role of independent counsel and, after full and complete explanation of the role of independent counsel, we expressly waive any existing or apparent conflict of interest resulting from that relationship.

_____ Date _____

John and Mary Client