

## WILLS / P.O.A.s RETAINER CONTRACT - *SAMPLE*

We, **William Tecumseh Sherman** [“Willy”] and **Katie Scarlett O’Hara** [“Scarlett”], [the word “Clients” and plurals are used, regardless of whether there is an individual client or multiple clients, or whether the Clients are an individual or corporation] retain **David Matthew Sanders**, Barrister and Solicitor, o/a **Camberwell House**, [“Camberwell”] to draft for us Wills and Powers of Attorney.

### 1. *Definitions we use:*

- 1.1. **SIMPLE WILL** – A Will with no complicating factors in either people or property: the trustees/beneficiaries and asset situations are straightforward. Most people’s wills are simple.
- 1.2. **COMPLEX WILL** to describe a Will that isn't simple, but doesn't involve yet involve what we call “Estate Planning Retainer”<sup>1</sup>.
- 1.3. **MIRROR WILLS** are two wills “mirror” each other, in that the instructions in them are the same.<sup>2</sup> Any mirror will can be changed by one will maker without the consent of the other, but courts may impose trust burdens on the new recipients. Mirror Wills can be simple or complex.
- 1.4. A **JOINT WILL** is a will for more than one person, and cannot be changed without the consent of both will makers. The courts generally treat that document as the separate will of the individual parties.<sup>3</sup>
- 1.5. **MUTUAL WILLS** are wills linked to each other by contract, and cannot be changed without the consent of both testators. Unlike a Joint Will it is two separate documents. Unlike a Mirror Will it doesn’t have to be the same as the matching, other will; the two wills can have different provisions from each other, but they can’t be changed due to the mutual contract.
- 1.6. **PRIMARY WILLS** and **SECONDARY WILLS** are where a testator prepares more than one will for his estate. The “Primary Will” covers assets that *require* probate, and this will is the one is submitted

<sup>1</sup> ESTATE PLANNING RETAINER is used here to describe retaining Camberwell House to do a Complex Will which involves liaising with other professionals (i.e. accountants, trustees, etc.) to properly complete the that will and/or estate planning. Further, such complex dispositions may involve “Primary Wills” and “Secondary Wills”. If yours is such a complex situation we will discuss that matter further and sign a different Retainer Contract.

<sup>2</sup> Usually, Mirror Wills are, in essence (but not wording) something like, “I the wife leave my estate to my husband, but if he predeceases me, to the children in XYZ fashion” and “I the husband leave my estate to my wife, but if she predeceases me, to the children in XYZ fashion”.

<sup>3</sup> If you think you want a Joint Will we will discuss that matter further and sign a different Retainer Contract.

to the court to obtain Letters of Administration; estate fees are paid on those assets. The Secondary Will contains assets that can be distributed to beneficiaries without probate; on these estate fees do not have to be paid. In this way, estate fees are only paid where lawfully unavoidable.<sup>4</sup>

### FEES and DISBURSEMENTS

2. These matters shall be billed as follows:

#### SIMPLE WILLS (All are flat fees)

ITEM	COST	HST	TOTAL(S)
Simple Will (one person)	\$300.00	\$ 39.00	\$339.00
Two Simple <i>Mirror</i> Wills (spouses / domestic partners)	\$500.00	\$ 65.00	\$565.00
Two Simple <i>Mutual</i> Wills (spouses / domestic partners wills)	\$700.00	\$ 91.00	\$791.00

#### POWERS OF ATTORNEY (All are flat fees)

ITEM	COST	HST	TOTAL(S)
Power of Attorney for Property	\$75.00	\$9.75	\$84.75
Power of Attorney for Personal Care (with or without Living Will)	\$75.00	\$9.75	\$84.75
Government fee, per Will, to register with Superior Court of Justice <i>(Optional)</i>	\$ 0.00	\$ 0.00	\$ 25.00
Fee for registration of Will with WillCheck.ca <i>(Optional; no charge)</i>	\$ 0.00	\$ 0.00	\$ 0.00

### GENERAL TERMS

- This agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original and each of which together shall constitute together one and the same instrument, notwithstanding their date of actual execution.
- Clients agree to deposit with Camberwell the sum of whatever amount represents the flat fee plus HST as an initial retainer, and further agrees to provide post-dated cheques as may be requested by Camberwell. Clients further agree to prompt payment of all outstanding accounts.
- Clients understand that this Retainer Contract is subject to the "Retainer Terms" dated January, 2021 [or successor versions thereof] which provide specific and further terms of the contract between Clients and

<sup>4</sup> If you require Primary and Secondary Wills we will discuss that matter further and sign a different Retainer Contract.

Camberwell, including and not restricted to matters such as trust funds, accounts, fee scales, disbursements, outside professionals, research, and other matters. Clients agree that they have read the binding Retainer Terms, understand them, and agree to them being a part of this Retainer Contract. Retainer Terms can be found online at <http://www.personallaw.ca/downloads/>

Signed at London, Ontario as of September, 2023.

<b>Camberwell House</b> Email: <a href="mailto:david@personallaw.ca">david@personallaw.ca</a> David M. Sanders	
Signature:	
<i>Client name:</i> William Tecumseh Sherman	<i>Client name:</i> Katie Scarlett O’Hara

