

**FORM 0124 – SAMPLE LANGUAGE FOR NON-ENGAGEMENT, CONSULTATIONS,
AND TERMINATION OF ENGAGEMENTS**

NO RESPONSE TO ENGAGEMENT LETTER

Re: Non-Engagement for Provision of Legal Services

You have not signed and returned to me the proposed engagement letter that was sent to you on _____, 20__, nor have you completed and returned to me the firm's Confidential Estate Planning Questionnaire that was enclosed with that letter, nor have you called to set an initial estate planning consultation.

I have concluded that you do not wish to engage this firm for purposes of preparing your estate plan.

Accordingly, [name of law firm] will not be responsible for providing legal services to you with respect to [insert description of work to be completed from engagement letter].

Please contact me if my understanding of the situation is not correct. Thank you for your attention to this letter.

With best personal regards.

NON-ENGAGEMENT AFTER PRELIMINARY MEETING

I enjoyed meeting with you on _____, 20__, to discuss the possibility of representing you with respect to [insert description of work discussed]. As I advised you, however, since the discussion was preliminary to an engagement and not intended to provide legal advice for this work, you may not rely on it for any purpose.

At the end of our meeting you advised me that you wanted to do further research on your own before deciding to engage an attorney to represent you for these matters.

Once you have completed your research please contact me if you would like to move forward. At that point if we mutually agree to have me represent you, we will enter into an agreement regarding the scope and terms of that representation. If I do not hear from you, or if we decide not to enter into an engagement agreement, we will not have established an attorney-client relationship and this firm will not be responsible for providing legal services to you with respect to [insert description of work discussed].

CONSULTATION AGREEMENT

I look forward to meeting you [insert date, time, and location of meeting] to discuss the possibility of the firm representing you with respect to [insert description of work to be discussed, if known]. The purpose of our upcoming meeting is for us to get to know one another and decide whether you will engage me, and I will represent you. If we mutually agree to have me represent you, we will enter into an agreement regarding the scope and terms of that representation. If we decide not to enter into an engagement agreement, we will not have established an attorney-client relationship and this firm will not be responsible for providing legal services to you with respect to [insert description of work discussed].

[Insert description of fees, if any, for consultation. The lawyer may provide free consultations or charge a reduced hourly rate or flat fee for consultation services.]

TERMINATION OF ENGAGEMENT (SCOPE OF REPRESENTATION NOT COMPLETED)

As you know, the engagement letter that you signed when you chose me as your attorney for purposes of preparing your estate plan provided that the engagement could be terminated by either party at any time by notice in writing.

This letter constitutes this firm's written notice to you of the termination of its engagement by you to provide legal services. [Name of law firm] will no longer be responsible for providing legal services to you with respect to [insert description of work to be completed from engagement letter].

INCLUDE IF APPROPRIATE:

The drafts of estate planning documents that I sent to you on _____, 20__, were discussion drafts. My intent was that you would discuss the drafts with this firm, make any required changes through this firm, and execute original documents (based on the drafts and any revisions to them) through this firm.

Neither I nor this firm will have any responsibility for any use by you of the draft documents other than as set out in the immediately preceding paragraph, including but not limited to: (1) any attempts by you to execute the draft documents; (2) any re-processing of the draft documents or their contents by you or on your behalf by any other party; or (3) any changes that may be made to the draft documents by you or on your behalf by any other party.

TERMINATION OF ENGAGEMENT (REPRESENTATION CONCLUDED)

Thank you for choosing me to assist you in preparing your estate plan. I enjoyed working with you and getting to know a little more about you and your family. By now I hope you have had an opportunity to review the documents that make up your plan, particularly your Will, Financial Powers of Attorney, Medical Powers of Attorney, and Living Will. If they appear to be in order, you should make sure that you keep the original documents in a safe place in your home so that they will be accessible to your family and fiduciaries should they be needed. I have retained copies of those documents for my files and for reference if you have any questions about them in the future.

If you have not already done so, now is a good time to begin work on your Personal Property memoranda, and your document organizer, and to make sure that you have notified appropriate fiduciaries about how to locate your estate planning documents and your important papers if something happens to you.

You should review your plan periodically to make sure that it continues to effectuate your wishes, particularly following any significant family or financial changes. I recommend that we review your plan together every four or five years to discuss whether any changes to it are necessary but, based on changes in the law or your circumstances, it might be beneficial to meet at a different interval. Please reach out to me if you feel we should discuss any change in circumstances and how it could impact your plan.

Because your estate plan is complete, my representation of you has concluded. I enjoyed working with you and I would be happy to assist you again in the future. I would also appreciate any referrals if you have friends, family, or neighbors who may need an attorney.