



## *Personal Financial Planning Agreement*

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Alberty Financial Planning Services, Inc. is an independent consulting and financial planning practice incorporated in the state of Georgia offering financial planning services. The terms “Client”, “the undersigned”, “you”, and “your”, refer to the person(s) signing this Agreement (“Agreement”). The terms “we”, “us”, “our” and “ours” refer to Alberty Financial Planning Services, Inc. The term “Contact” refers to other persons or third parties that you associate with.

The undersigned retains us to provide certain financial planning services in accordance with the terms and conditions set forth below.

### **1. Services.**

We will provide the following service(s) to you (*please check applicable services*):

- Financial Plan and Analysis
- Estate Planning Review with Legal and/or Tax Advisors Insurance Review
- Charitable Giving Strategies with Legal and/or Tax Advisors Education Planning
- Retirement Planning
- Investment Asset Allocation Analysis Cash Flow Planning

### **2. Fees.**

The fees shall be payable at the profile-interview meeting. The fees for our services shall be as follows (*please indicate the payment option of your choice*):

**Option I:**

**Customized, Comprehensive Financial Plan:**

**Client Initials:**

**\$5,000.00**

Includes:

- Introduction to Alberty Financial Planning Services, Inc.
- Profile-Interview Meeting
- Phone Calls (before financial plan presentation)
- Financial Plan Compilation
- Financial Plan Presentation (hard and electronic copy of final plan)

**Option II:  
Retainer:**

**Client Initials:**   
**\$2,400.00**

Planner does planning services and client agrees to pay to planner, a minimum and a NON-REFUNDABLE RETAINER FEE of \$2,400. (This means client will not get the money back). This amount is a true retainer fee and its payment by client to planner guarantees that the planner will set time aside for this case. Client understands that the non-refundable retainer allows planner to limit the number of clients, giving more time for each client's case. Client understands and agrees that planner may deposit this retainer into planner's general bank account instead of a client trust account and that planner may use all of it.

This option is only available to clients who have already completed the comprehensive financial planning process. All personal finance questions that do not require a comprehensive re-run of the financial plan over the next 12 months are included in the retainer fee.

**Option III:  
Comprehensive Re-run of the Plan:**

**Client Initials:**   
**\$2,500.00**

For existing clients who have been through the comprehensive financial planning process and have retained our services for 12 months, a comprehensive re-run of the plan is available for one half of the original run of the plan.

### **3. Representations and Warranties by Client.**

In addition to the representations and warranties made elsewhere in this Agreement, you represent and warrant that:

(a) All information and documentation provided by you will be true and complete in all material respects as of the date provided, and you will inform us promptly and in writing, of (i) any material change in such information and documentation and (ii) any material change in your financial or other affairs that reasonably may be expected to be relevant to us in connection with providing services under this Agreement.

(b) You will inform us promptly and in writing, of (i) any event which might affect your continuing authority or the propriety of your continuing to be a party to this Agreement; and (ii) any discrepancies between your records and our records sent to you by us under this Agreement.

(c) You will promptly provide us or will give written instructions to other parties (e.g., accountants, bankers, insurance agents, investment managers, lawyers, etc.) promptly to provide us such information and documentation as we may from time to time reasonably request in order to perform our duties under this Agreement.

(d) You will treat as confidential all information, recommendations and advice furnished to you under this Agreement. In this regard, to the extent that any portion of the information submitted to you under this Agreement contains material that is copyrighted, you shall observe the protection of such material as provided under applicable copyright laws.

### **5. Reports.**

(a) In connection with performing certain of the services described hereto, we may obtain and use information and data from a wide variety of public and private sources. While we and our representatives will not use any such information or data if we have reason to believe it to be inaccurate, we will not independently verify, and cannot guarantee, such information and data, and make no representations or warranties with respect to any reports or statements prepared by us for you to the extent such reports or statements are based on such information or data or our analysis thereof.

(b) In recognition of our continuing desire to improve the reports and statements we may prepare for you under this Agreement, we may from time to time modify the format of and/or the types of information contained in such reports and statements without your prior approval.

## **6. Assignment.**

This Agreement may not be assigned by either party without the prior consent of the other.

## **7. Term and Termination.**

(a) This Agreement shall be effective on the date indicated and shall remain in effect until terminated by either party by giving written notice to the other, which notice shall be effective when received by the other party.

(b) In the event this Agreement is terminated, you shall have no obligation to make additional payments that would otherwise be required to be made hereunder, but we may submit to you an accounting of the services theretofore provided to you hereunder (which may include an accounting of our preparations to provide services that would have been provided by us but for such termination) and you shall be liable to us for the amount set forth thereon (which amount may not exceed the total amount of our compensation as agreed to by you and us in this Agreement) (the "Termination Obligation"). In the event you have paid any payments prior to such termination: (i) if the amount of such payments exceeds the Termination Obligation, you shall be entitled to a refund of such excess, and we shall be entitled to retain the remainder in full satisfaction of the Termination Obligation and (ii) if the Termination Obligation exceeds the amount of such payments, we shall be entitled to retain such payments, and you shall promptly pay the amount of such excess in order to satisfy the Termination obligation.

## **8. Standard of Care.**

(a) We shall not be liable for: (i) any act done or omitted by any of us under this Agreement so long as such act or omission shall not have involved gross negligence, willful malfeasance or bad faith on our part, or reckless disregard of our obligations and duties under this Agreement or (ii) any misstatement or omission contained in information or documentation supplied to us by you or supplied to you or us by any third party retained by you.

(b) The respective third parties retained by you, if any, shall be solely responsible for any misstatements or omissions contained in information or documentation supplied to you or us by such third parties. While we will not supply any such information or documentation to you if we have reason to believe it to be inaccurate, we will not independently verify, and cannot guarantee the accuracy or completeness of such information or documentation.

(c) With regard to the ownership and confidentiality of information, (i) All personal, confidential and proprietary information and documentation provided by you to us, or generated by us using such information provided by you, or provided to us by others on your behalf, shall without limitation be and remain your property. All such materials shall be returned by us to you when no longer needed by us, or when directed to do so by you, or at the termination of this Agreement, whichever is sooner. Any and all such materials in our possession shall be and remain confidential. No disclosure of such materials shall be made by us to any person or entity except as is authorized by you, as is necessary for the conduct by us of your business, or as may be required to be disclosed to any legal authority. (ii) All of our copyrighted or proprietary systems, methods or documents, including those that may be used in generating information that belongs to you, shall, without limitation, be and remain our property. You shall not copy, sell, give away, or use any manner outside the scope of this Agreement, our copyrighted or proprietary systems, methods or documents without our advance permission and payment of such fee as we deem appropriate for a license to do so. All such materials in your possession shall be returned by you to us when no longer needed by you, or when directed to do so by us, or at the termination of this Agreement, whichever is sooner. Any and all such materials that are in your possession are there pursuant to a one-time license granted by this Agreement.

(d) We may retain copies of your materials for the sole purposes of our own internal audit and as evidence of our performance under this Agreement. Within a reasonable time following the termination of this Agreement, all copies of your materials shall be purged from our working database and stored in a separate and secure location, and destroyed in their entirety when no longer needed by us for any legitimate purpose under this Agreement.

## **9. Applicable Law.**

This Agreement shall be administered, construed and enforced in accordance with the laws of the State of Georgia without giving effect to the choice of law or conflict of laws provisions thereof. All services we provide for you in the Account shall be subject to the rules and regulation of all applicable federal, state and self-regulatory agencies or organizations.

## **10. Arbitration.**

The following information concerns the arbitration of controversies arising, under this Agreement, including billing disputes:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

You agree that all controversies or disputes which may arise between you and us (including our affiliates) concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the American Arbitration Association (AAA) in accordance with their arbitration procedures. Either you or we may initiate arbitration by filing a written claim with the AAA. Any arbitration under this Agreement shall be conducted pursuant to the rules of the AAA.

## **11. Mediation.**

Notwithstanding paragraph 10 above, the parties may, if both agree to do so, attempt to resolve controversies occurring while this Agreement is still in effect by means of non-binding mediation, using a mediator acceptable to both parties.

## **12. Notices.**

All notices or other communications required to be given hereunder in writing by one party to the other shall be sent (a) if to us, to such address or to such facsimile number as we may designate from time to time to you and (b) if to you, to such address or to such facsimile number as you may designate from time to time in written notification to us. Any such notice or communication shall be deemed to have been given when received by the party to whom it was sent.

### **13. Miscellaneous.**

(a) We reserve the right to refuse to accept or renew this Agreement in our sole discretion and for any reason. For purposes of referring to this Agreement, the effective date of this Agreement shall be the date of acceptance by us.

(b) This Agreement (including the Addenda hereto) represents the entire agreement between the parties with respect to the matters described herein and may not be modified or amended except by a writing signed by the party to be charged, except that we may modify this Agreement subject to reasonable prior written notice to you, in which case your continued acceptance of services thereafter shall be deemed to constitute your consent to such modification.

(c) This Agreement shall be binding on yourself, your heirs, executors, successors, administrators, committee and/or conservators.

(d) All paragraph headings are for convenience of reference only, and shall not form part of or affect in any way the meaning or interpretation of this Agreement.

(e) In the event the terms of this Agreement conflict with the terms of any other agreement you have executed with us, the terms of this Agreement will govern with respect to the implementation of the services under this Agreement.

(f) As used herein, references in the singular shall, as and if appropriate, include the plural, and references in the neuter shall, as and if appropriate, include the masculine and feminine, and vice versa.

(g) If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of a tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

All authorized individuals must sign with title designations. (Examples: Client, Chairman, President, Vice President, Managing Director, General Partner, Sole Owner, Trustee, Executor/Administrator, etc.)

Client Signature #1 \_\_\_\_\_

Client Signature #2 *(if required)* \_\_\_\_\_

\_\_\_\_\_

Print Name of Person Signing

\_\_\_\_\_

Print Name of Person Signing

\_\_\_\_\_

Title of Person Signing

\_\_\_\_\_

Title of Person Signing

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Accepted by Alberty Financial Planning Services, Inc.:

President Name \_\_\_\_\_

President Signature \_\_\_\_\_ Date \_\_\_\_\_