

BREGGIO LAW OFFICE POLICIES & PROCEDURES

CONSULTATIONS

Due to the nature of our work and the need of our clients for information regarding real estate investing, entity formation & asset protection, real estate documents, or estate planning needs, we must adhere to the following policies regarding consultations with our office. They help us keep our costs low and pass the savings on to all our clients.

1. Free consultations are limited to 5 – 10 minutes with one of our attorneys.
2. Free consultations are meant to discuss your needs as to legal work you may need.
3. Free consultations are **NOT** to be used to ask general questions of our attorneys. Our Guidebooks will provide answers to most of your general questions.
4. We have provided numerous Guidebooks and online educational videos to help clients answer most of their questions and be prepared for most types of consultations.
5. We require that you read any applicable Guidebook prior to your meeting. During the meeting, we may defer you to the Guidebook if the answers are found there.
6. The Guidebooks can also be used as a reference material after your meeting or receiving the work we provide. Please keep them or return to our website to download our most current versions.
7. We may have to cease our conversation if it appears to require legal analysis, advice or consultation, or if it exceeds our scheduled time allocation, or until we have collected a consultation fee. We will discuss this with you during the consultation.
8. Paid consultations will be at our current posted rates. Typically, they are based on 15-minute increments. Please let us know if you require additional time.
9. Any legal advice for specific questions or matters that you are experiencing **MUST** be a paid consultation. This is due to liability and insurance reasons.
10. If you have general legal or real estate questions, we **must** hold a fee-based consultation.
11. If you need documents reviewed, there is always a minimum document review fee, regardless of the question you may have or how long the document is.
12. Document review fees will be at our current posted rates. This is an **initial** fee only and is for the time to review the documents. The fee is **non-refundable** once we review the documents. Typically, the review is based on a 15-minute review of the documents and a 15-minute phone call to discuss. Your documents may require additional time to review or discuss. We will let you know either prior to our meeting or during the initial consultation if there will be additional fees. We will not incur additional fees without your permission, but we may not be able to fully review or discuss the documents for the initial fee!
13. Again, for general questions please refer to our Guidebooks, REI Education Center on our website, or one of our REI Summer School Class educational videos.
14. These consultation policies also apply to our administrative staff. Please be aware that we may have to assess fees for staff time to answer your questions.
15. If you are a consulting client, please refer to our Consult Client Policies for more information.

LEGAL DOCUMENTS & ENTITIES

Due to the nature of our clients and the work we provide—and to keep our costs as low as possible—we must follow the following policies regarding all legal work performed by our office. These policies help us keep our costs down and pass the savings on to our clients.

1. All legal work created by our office is copyrighted work product of Breglio Law Office. You do not have the rights to reproduce, copy, edit or use these documents for any other purpose.
2. Except in rare circumstances, we only provide our documents in PDF or print form.
3. If you've purchased one of our Form Documents or Packages, then you have purchased the right to edit, copy and use for your own purposes. You will receive these documents in Word or similar format. You do **not** have the rights to share those documents with anyone else.
4. On most documents, we do NOT require signed copies or keep copies of your signed documents in our files.
5. If you have purchased a business entity, please sign the documents where required and keep your originals in a safe place. **These are important legal documents.** You should also scan and keep electronic copies.
6. If our office is the Registered Agent on your entity, you will be notified yearly for the service/renewal fee on that entity. The payment **MUST** be by recurring billing. It is your responsibility to notify us that the entity is to be dissolved or if you'd like to make other arrangements for the registered agent.
7. The registered agent service fee for the first year is included in the fee for any new entity.
8. Once you have confirmed the information for a business entity or other documents, there may be fees to make any changes to those documents. Confirming this information helps us reduce workload and keep our standard pricing low.
9. There may be additional fees if you require new or reprinted documents.
10. There may be fees if we have to research or resend documents previously delivered.
11. We do **NOT** send your documents to any third party for any reason, even if you have given permission. This is for privacy reasons as well as to save on our workload and reduce costs. You are responsible for making sure you have access to your documents and send them to those who may need them.
12. Any request for a document must be made directly by, and sent to, the client. There is an administration fee (\$25 minimum) for any document previously sent.
13. If you are a consulting client, please refer to our Consult Client Policies for more information.

FIDUCIARY AGENT SERVICES

1. Utah Fiduciaries, LLC will only be the trustee on trusts where you (our client) is and remains the sole beneficiary (owner) of the trust. The trust may NOT be used for wholesaling, flipping, selling real estate or any other purpose. You may not sell, assign or transfer the trust while Utah Fiduciaries, LLC is a named trustee.

2. Selling, assigning or transferring your beneficial interest in the trust will be cause for immediate resignation of Utah Fiduciaries, LLC as trustee. You must notify us if you need to make any changes to the trust, beneficiaries or trustees.
3. **Setup Fee:** There is an initial setup fee. We will assess this fee at the time we sign as trustee on the trust. The current set up fee is \$200.
4. **Annual Fee:** There is an annual maintenance fee as long as we are a named trustee on the trust. This fee is prorated for the initial year as assessed at the time we sign as trustee on the trust. We will then invoice the annual maintenance fee in January of each successive year. This fee is due and payable in full for the entire year, regardless of how long during that year we are named as a trustee during the year. We will not prorate or refund this annual fee once paid. If you wish to terminate the trust or remove Utah Fiduciaries, LLC as trustee, you may do so at any time (fees may apply) and you will not be charged this maintenance fee at the next annual renewal date. The current annual maintenance fee is \$150.
5. **Signing Fee:** There are also signing fees for any document requiring a signature by Utah Fiduciaries, LLC except for the initial trust document. To have us sign a document, please EMAIL us the document. We will assess this fee each time a document set is emailed to us for signature (print & sign or electronic signatures). To help keep this fee as low as possible, please try to be efficient by sending us all documents to be signed in one email. Each emailed request will be assessed a different fee. The current signing fee is \$25 per emailed request of un-notarized signatures and \$50 for signing any notarized documents or closing documents.
6. We must have a credit card on file for as long as we are a named trustee on any trust. We will send you any invoice for fees and notify you that we are running your credit card. You are also responsible for keeping your email and phone number up to date in our records.
7. These fees do NOT include the trust form, form package or any fees for the form and/or our help in creating the trust itself or any of the other trust documents. Please contact our office for those current fees. These fees also do NOT include education or instruction on the creation or use of the trust or making changes to the trust.
8. Failure to pay the annual fee will be cause for immediate resignation of Utah Fiduciaries, LLC as trustee.
9. **Signing:** All requests for document signing must be made via email. Documents must be attached to email or by electronic signature platform (like DocuSign). While we will attempt to sign all documents by end of the day received, we do NOT guarantee any turnaround time frame. You are responsible for meeting all your contractual deadlines and that all signatures are made! Please prepare in advance. We do NOT keep copies of any signed document. You are responsible for keeping your own executed document set.

10. By asking us to sign the trust document as a trustee, you agree to all these terms, conditions and policies.

INVOICING AN BILLING

Because most of our work is billed as flat-fee services (and not on an hourly basis), we must adhere to the below policies as they help keep our workload and fees low.

1. Payment for documents or services is due at the time of service unless other arrangement has been made in advance and approved by the lead attorney.
2. By requesting and paying for any service—including paid consults and document review—you agree to all our Office Policies and Procedures.
3. We require payment before delivering any document unless other arrangement has been made in advance.
4. Typically, flat fees only cover the initial creation and delivery of documents. There may be additional fees if you require modifications or revisions to those documents after they have been delivered, or to resend or reprint them.
5. Whoever requests work to be done will be invoiced, no exceptions.
6. We do not split any single product or service among parties. It is your responsibility to collect fees from other parties if you are sharing the costs.
7. **In the event we do not collect payment prior to delivering work, your invoice MUST be paid within thirty (30) days.**
8. Any invoice, regardless of circumstance, not paid within thirty (30) days will be subject to late fees or collection costs. No exceptions. Not having to collect on accounts receivable help us keep our costs low.
9. **REGISTERED AGENT & FIDUCIARY SERVICES FEES:** All yearly registered agent and trust fiduciaries fees **MUST** be set up on recurring billing. We will notify you of at renewal time and it is your responsibility to let us know the trust or entity is to be dissolved or if you need the agent/fiduciary changed. Your card on file will be automatically billed later that month. There are NO prorations or refunds on ANY recurring billing.
10. **There are no refunds on work completed**, even if, for whatever reason, you need not require the work provided.
11. **We do assess administrative fees for administrative tasks you request.** This may include emailed or phone questions, research of documents, resending or reprinting documents, forwarding email or mail that we receive as your agent or fiduciary or perform other administrative tasks for you.
12. **Please refer to our current Fee List for current pricing on documents and services our office provides.**
13. If you are a consulting client, please refer to our Consult Client Policies for more information.