



Divorce Your Spouse, Not Your Money™

Lisa C. Decker, CDFA™

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Divorce Consulting Services Agreement

It is my pleasure to guide you in developing a foundational plan that will help you make the very best financial decisions for yourself and your family concurrent with or following your divorce. Initially, let me thank you for your expression of confidence in working with my firm to act as your divorce financial planning adviser in connection with these matters.

It is my policy to require an engagement letter to avoid misunderstandings as to the scope of the matter, the fees to be charged, and the possibility of conflicting representation. Because this letter is designed for use in representing a broad spectrum of clients, it may appear somewhat formal and complicated; unfortunately, that is necessary to cover all of the relevant areas. Thanks for your understanding and cooperation.

To that end, I, Lisa C. Decker, CDFA (“I” or “me”), my firm, Divorce Financial Insight, LLC d/b/a Divorce Money Matters (“Us” or “we”), and You, _____ (“You”) exchange the following promises and agree:

You have asked my firm to advise you in your personal financial evaluation and assessment. You have been quoted a flat fee in the amount of \$1,247.00. Term of consulting agreement to be 4 (four) months and to begin as of the date of purchase.

The flat fee you have been quoted for Individual representation includes the following services (unless otherwise noted):

- ✓ _____ Guiding you to develop a comprehensive spending and savings plan (budget).

- ✓ ____ Helping you to understand what your numbers mean and creating customized reports specific to your needs.
- ✓ ____ Reviewing your credit report with you for errors, omissions and ways to increase your credit ratings.
- ✓ ____ Reviewing your current Assets and Debts and making recommendations and / or referrals as appropriate.
- ✓ ____ Examining your Real Estate matters and making recommendations and / or referrals as appropriate..
- ✓ ____ Reviewing Insurance needs and suggesting resolutions and / or referrals as appropriate.
- ✓ ____ Reviewing your current Estate Planning needs and making recommendations and / or referrals as appropriate.
- ✓ ____ Any other divorce related concerns you wish to address.

Practical Expectations

Meeting Frequency: We'll meet by phone, skype or in person for a total of 4 meetings. One in office session is provided if you so choose. You are welcome to send emails in between sessions as needed (included in flat fee).

Commitment: We're committing to work together in a consulting relationship for a period of 4 one hour sessions over 4 months time.

Review: We'll take time on a monthly basis to review how our consulting relationship is going and make any needed adjustments.

Outside Perspective: As your consultant, I may periodically consult with a colleague or other professional for advice on your particular situation in order to offer the best guidance that I can.

Action Steps: As a client, you promise to email a completed *Client Accountability Pre-Call Form* to me, your consultant, within 24 hours prior to our appointment.

Initiative: As a client, if you can't make a meeting you'll promise to reschedule with as much notice as possible. Rescheduled sessions must have 48 hours notice to cancel and must be completed within the terms of this agreement. If no notice is given (unless it is an extreme emergency) then that call is forfeited.

Schedule: We'll respect each other's schedules by making every effort to hold rescheduling and cancellations to a minimum. *If further time is needed beyond the time of this agreement to complete all sessions then the client agrees to pay a \$200 per month agreement extension fee.*

You will be provided with complete instructions and guidance through our time working together. Client agrees to enter all required data into the software program recommended. If client desires to have our firm do the data entry, that is a service that is outside of the scope of this flat fee arrangement and you agree to pay my firm \$60.00 per hour for this service.

I reserve the right to determine which of my personnel are assigned to this matter, based upon considerations of time and degree of expertise in any given situation. I will, of course, remain responsible for the entire matter, and will minimize the number of people involved to ensure confidentiality and expedience.

If the fee you have been quoted has not been paid, all work will cease until such time that all fees have been paid. Any invoice not paid within 30 days will be assessed interest at the rate of 18% per annum (1.5% per month) plus costs of collection including, but not limited to, attorneys fees, court costs, mediation, and/or collection agency fees.

It is understood that my scope of work under this agreement is to provide foundational information only, and to offer potential options that may be available for consideration while guiding you to make your own decisions. This agreement **does not include full analysis** of your financial situation and you may need further follow-up after our time together. Because this work is of limited scope, you agree to indemnify me and my firm from any liability for recommendations or advice in this capacity of work together.

It is implicit that you are not relying on me for legal, mental health, business, investment recommendations, forensic accounting, appraisal or valuation decisions, or to investigate the character or credit of persons or firms with whom you may be dealing with or referred to (such as insurance companies or tax advisors). You understand that, even upon referral, we do not endorse, authenticate, or warrant any product, offer or service of any referred professional or service provider. You release us from any claim, loss or damage of any sort incurred as the result of your relationship with such professionals or service providers.

There may be situations where you will be referred to those whom which I share a referral, affiliate or joint venture relationship and in doing so may share in compensation received. If those situations should arise, you will be clearly advised of this matter in advance.

I will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. It is also understood by you that I cannot guarantee your results in working with me because those are based on factors outside of my control and your outcome will have a lot to do with your willingness to take my advice and implement it.

Our Duty To Preserve Your Confidential Information
(See Attached Privacy Policy Notice)

Financial matters are an important and highly personal matter. To be successful, it requires that you disclose to me information about your family relationships and about your financial affairs that you will most likely regard as highly confidential. It also requires that you make decisions that are sometimes difficult. You agree to provide accurate, reliable and factual information and materials necessary to perform our services.

I urge you to make a complete disclosure of your financial matters, because a failure to do so could make it impossible for me to give proper advice to you. I cannot be responsible for undesired consequences caused by a failure to disclose information to me.

You can feel rest assured that ethically we will keep all information that you disclose to us confidential and not disclose it to other individuals without your permission. If other persons not in our firm are working with us on your planning with your permission (such as your accountant, a realtor, a mortgage broker, an investment advisor, or an insurance agent), you agree that we may disclose such information to them as is necessary to allow them to fulfill their role. We will use our judgment in making disclosures to these persons, of course, but unless you instruct us otherwise, you agree that we may disclose information to them as we deem necessary for your best interests.

We sometimes use client files to create case studies with the understanding that personal identities will be concealed and no confidential information will be revealed unless you express in writing that you do not give this authorization.

If any part of this Agreement is found to be void unenforceable or invalid, it shall not affect the other provisions of this Agreement. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement nor will it be deemed a waiver of future enforcement of that or any other provision. This Agreement is personal to you, which means that you may not assign your rights or obligations, by operation of law or otherwise, under this Agreement to anyone and no third party is a beneficiary of your rights under this Agreement.

Communication

Communication is vital to the success of our relationship. We aim to be extremely responsive because we believe that responsiveness is extremely important to our clients. If we are not available to take your call during business hours, someone will always return your phone call within 24-48 hours on normal business days. You may also email us with any questions or concerns you have. We can answer many quick questions by responding to your email message.

We firmly believe that there are no stupid questions, so we encourage you to please ask questions as frequently as you need to feel comfortable with our relationship and your financial needs assessment.

You agree to make your best efforts to communicate issues, needs, adjustments in course, timeframes and the like to me clearly and on a continual basis. I encourage and welcome on-going communication and problem-solving. In order to provide the same level of service to all my clients, telephone calls must be scheduled through my team at Support@DivorceMoneyMatters.com. I will use best efforts to schedule calls and/or return your inquiries promptly; however, because of my caseload I cannot make any promise that I will be available immediately.

Termination of Services

You may terminate your consulting relationship with me at any time by notifying me in writing that you wish to discontinue services; however, because you have selected a discounted flat fee package all services are considered earned when received and are non-refundable. I may also terminate our relationship established under this Agreement with written notice to you. In the event of my termination of services, the amount due me under this Agreement is the value of the sessions that have been completed and any balance would be refunded to you.

Disputes

If you are ever dissatisfied for any reason, I encourage you to bring it to my attention immediately. Most problems can be resolved through discussion. Nevertheless, it is possible that some dispute may arise that cannot be resolved through discussion. If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us. If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Accepted and agreed to:

Client

Date

Divorce Financial Insight, LLC

Date

PRIVACY POLICY NOTICE

In the course of providing our clients with divorce financial planning and consulting, we sometimes receive significant personal financial information from our clients. If you are a client of Divorce Financial Insight, LLC, you should know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under applicable law. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines.