

## Dru Parker

California Licensed Professional Fiduciary #969

454 Las Gallinas Ave., PMB 274, San Rafael, CA 94903

Tel 415-726-7980 Fax 707-202-6102 dp@parkerfiduciary.com



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### FIDUCIARY SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This agreement is made between Dru Parker, hereinafter referred to as "Fiduciary," and \_\_\_\_\_, hereinafter referred to as "Client."
2. **CONDITIONS.** This agreement will not take effect, and Fiduciary will have no obligation to provide fiduciary services, until a) Client signs and delivers this agreement to Fiduciary (scan or fax copy acceptable) and b) the Fiduciary is acting in her capacity as Successor Trustee/Executor/Agent under the terms of Client's estate planning document(s) or is otherwise providing mutually agreed-upon services to the Client.
3. **SCOPE OF SERVICES.** Fiduciary will provide the following services:

<input type="checkbox"/> Personal Representative of Estate (Wills)	<input type="checkbox"/> First	<input type="checkbox"/> Second	<input type="checkbox"/> Third
<input type="checkbox"/> Successor Trustee of Client's Trust	<input type="checkbox"/> First	<input type="checkbox"/> Second	<input type="checkbox"/> Third
<input type="checkbox"/> Agent under Durable Power of Attorney for Finance	<input type="checkbox"/> First	<input type="checkbox"/> Second	<input type="checkbox"/> Third
<input type="checkbox"/> Agent under Advance Health Care Directive	<input type="checkbox"/> First	<input type="checkbox"/> Second	<input type="checkbox"/> Third
<input type="checkbox"/> Trustee of Special Needs Trust			
<input type="checkbox"/> Other _____			

**PLEASE NOTE: FIDUCIARY CANNOT SERVE AS CO-TRUSTEE OR JOINT POA.** Professional fiduciaries carry individual Errors & Omissions insurance coverage. This coverage does not extend to co-trustees or any acts undertaken as a co-trustee or joint fiduciary.

Services may include but are not limited to: client visits, communications and correspondence, meetings, research, document review, document preparation, court and deposition preparation and attendance, consultation, administrative support, real property management, medical management, investment management, retention of other professionals such as tax preparers and investment advisors, household financial management. Travel time is billed door to door.

**Neither Dru Parker nor DBA Parker Fiduciary Services are a law firm or CPA. Legal advice and tax advice are specifically excluded from this agreement.**

4. **RESPONSIBILITIES OF FIDUCIARY AND CLIENTS.** Fiduciary will perform the Fiduciary services called for under this agreement and under the terms of the Client's trust or Durable Power of Attorney for Financial Matters. Fiduciary will keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Fiduciary will provide Client with an annual accounting unless otherwise required in Client's documents. Client will be truthful and cooperative with Fiduciary; keep Fiduciary reasonably informed of developments and Client's address, telephone number, and whereabouts; and timely make any payments required by this agreement.
5. **PRIOR ACTIONS.** The Fiduciary shall not be responsible for the actions omissions or inaction of any

prior serving trustee(s), and the Fiduciary shall not be required to investigate the actions omissions or inaction of any prior trustee(s) or otherwise be required to pursue any action against the prior trustee(s).

6. **FIDUCIARY'S FEES, STATEMENTS AND PAYMENTS.** This agreement shall be subject to the terms of the currently published *Schedule of Fiduciary Fees and Description of Services* as published on Fiduciary website, [www.parkerfiduciary.com](http://www.parkerfiduciary.com). Thereafter, all services rendered to Client will be billed at the Fiduciary's published rates. A current fee schedule is attached; however, fees are reviewed and may be modified on an annual basis. The applicable hourly billing rate is the hourly rate that is in effect at the time the services are performed. Fiduciary invoices monthly and payments are made from client funds unless otherwise arranged.
7. **RETENTION OF OTHER PROFESSIONALS.** The Fiduciary may be required to engage the services of attorneys, tax professionals, investment advisors, care managers, doctors, professional organizers, real estate or mortgage brokers, investigators, or other outside professionals who are then paid directly from client funds. All income tax return preparation and some complex accountings are prepared by outside contractors. Parker Fiduciary Services is not a law office. Legal services are paid to outside attorneys directly from client funds, with court approval when required.
8. **BONDING.** Professional Fiduciaries may be required to be bonded for the liquid assets under management if requested by the client, court or the client's counsel. The cost of the bond will be paid directly from the client's assets or funds in the trust, estate or other entity being managed.
9. **DOCUMENT RETENTION/DESTRUCTION POLICY.** Three (3) years after the closure/discharge from a case, all retained client/case records, emails, and files in any format will be securely destroyed.
10. **IN-PERSON MEETINGS.** Fiduciary has a home office. The address on the letterhead is a private mailbox. All in-person meetings will take place at the Client's home or another mutually-agreed-upon site. Documents may be mailed, emailed, sent overnight delivery (FedEX, UPS), faxed, or scanned and uploaded to Fiduciary's secure server, linked at [www.parkerfiduciary.com](http://www.parkerfiduciary.com). Travel time may be charged if Client prefers documents be picked up in person. Fiduciary does NOT accept texted photos of any documents.
11. **DISCHARGE OF FIDUCIARY.** If at any time it becomes necessary to replace Fiduciary, the Fiduciary shall be given 30 days' notice and the option to voluntarily resign rather than be removed, unless there is demonstrable evidence that removal is for cause. Unless specifically agreed by Fiduciary and Client, Fiduciary will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Fiduciary is Client's Fiduciary of record in any proceeding, Client will execute and return a substitution-of-Fiduciary form immediately on its receipt from Fiduciary. Notwithstanding the discharge, Client will remain obligated to pay Fiduciary at the agreed rate for all services provided and to reimburse Fiduciary for all costs advanced prior to resignation.
12. **WITHDRAWAL OF FIDUCIARY.** Fiduciary may withdraw at any time for reasons including, but not limited to, the following: (a) The client consents, (b) the client's conduct renders it unreasonably difficult for the Fiduciary to carry out the employment effectively, and (c) the client fails to pay the Fiduciary's fees or costs as required by his or her agreement with the Fiduciary. Notwithstanding Fiduciary's withdrawal, Client will remain obligated to pay Fiduciary at the agreed rate for all services provided, and reimburse Fiduciary for all costs advanced, prior to withdrawal.

13. **DISCLAIMER OF GUARANTY.** Although Fiduciary may offer an opinion about possible results regarding the subject matter of this agreement, Fiduciary cannot guarantee any particular result. Client acknowledges that Fiduciary has made no promises about the outcome and that any opinion offered by Fiduciary in the future will not constitute a guaranty.
14. **EFFECTIVE DATE OF AGREEMENT.** This agreement will take effect when Client has performed the conditions stated in Paragraph 2. The onboarding fee will be charged when the Fiduciary has received either the Client's estate plan or this signed agreement.
15. **LEGAL NOTICES AND MEDIATION:** This entire Agreement has been executed in the State of California, and unless otherwise provided herein, its validity, construction and all rights hereunder shall be governed by the laws of that state. With the exception of arbitration & mediation matters (see below), if any legal action or other proceeding is hereafter brought by any party hereto enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which such party may be entitled. If any provision of this Agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect. If any dispute arises between us, we agree to first try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association (AAA). All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Expedited Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, and instead are accepting the use of arbitration for resolution.

By signing this document you agree that the terms of this agreement override any prior fee agreements and terms including any fee agreements or limits previously incorporated in your trust & estate documents. If you do not understand any of the terms of this document you are advised to review it with your attorney. By signing below you confirm that you have done so or else you understand this document and are in agreement with these terms.

The foregoing is agreed to by:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRU PARKER, CLPF #969

**NOTICE TO CONSUMERS**

Dru Parker, License No. 969, is a Professional Fiduciary licensed by the Professional Fiduciaries Bureau with the California Department of Consumer Affairs.  
Telephone and Website: (916) 574-7340; [www.fiduciary.ca.gov](http://www.fiduciary.ca.gov)