

DATE: _____

****COMP TEST****

Consultation Paid:

JOEY GILBERT LAW

Samantha Amato, Esq.
Licensed in Nevada and California
sam@joeygilbertlaw.com

HOW DID YOU HEAR ABOUT US?: _____

I. Spouse 1:

Name _____ Birthdate _____
Address _____
City _____ State _____ Zip _____ Home # _____
Cell # _____ E Mail Address: _____

II. Spouse 2:

Name _____ Birthdate _____
Address _____
City _____ State _____ Zip _____ Home # _____
Cell # _____ E Mail Address: _____

III. Memory Issues and/or Competence

Have either Spouse had any kind of diagnosed Memory issue/loss and/or Competency issue? Yes No
If Yes, Who and provide details: _____

IV. Children:

1) Name _____ Birthdate _____ Phone #: _____
Address _____ City _____ State _____ Zip _____
Biological Child of: Spouse 1 ; Spouse 2 ; Both Spouses ; Child is a Minor Yes No

2) Name _____ Birthdate _____ Phone #: _____
Address _____ City _____ State _____ Zip _____
Biological Child of: Spouse 1 ; Spouse 2 ; Both Spouses ; Child is a Minor Yes No

3) Name _____ Birthdate _____ Phone #: _____
Address _____ City _____ State _____ Zip _____
Biological Child of: Spouse 1 ; Spouse 2 ; Both Spouses ; Child is a Minor Yes No

4) Name _____ Birthdate _____ Phone #: _____
Address _____ City _____ State _____ Zip _____
Biological Child of: Spouse 1 ; Spouse 2 ; Both Spouses ; Child is a Minor Yes No

5) Name _____ Birthdate _____ Phone #: _____
Address _____ City _____ State _____ Zip _____
Biological Child of: Spouse 1 ; Spouse 2 ; Both Spouses ; Child is a Minor Yes No

V. **NAME OF TRUST (Ex: The Amato Family Trust):** _____

VI. **SURVIVING SPOUSE POWERS:**

A. Surviving Spouse is to have what type of access to remaining assets in trust?

i. Unlimited

ii. Maintenance Trust – enough for Spouses’ health, support, education, maintenance and comfort in accordance to standard of living at time of First Spouse’s Death

B. Surviving Spouse shall have power to change Trustee(s)? Yes No

C. Surviving Spouse shall have power to Change Beneficiary? Yes No

D. Surviving Spouse shall have power to amend the Trust? Yes No

VII. **NAME OF EXECUTOR/TRUSTEE:**

A. Surviving Spouse will be Executor and successor Trustee

B. Alternate 1: Name _____ Phone #: _____

Address _____

City _____ State _____ Zip _____

C. Alternate 2: Name _____ Phone #: _____

Address _____

City _____ State _____ Zip _____

VIII. **NAME OF FINANCIAL POWER OF ATTORNEY:**

A. Surviving Spouse will be first agent

B. Alternate 1: Name _____ Phone #: _____

Address _____

City _____ State _____ Zip _____

C. Alternate 2: Name _____ Phone #: _____

Address _____

City _____ State _____ Zip _____

IX. **NAME OF POWER OF ATTORNEY FOR HEALTH:**

A. Surviving Spouse will be first agent

B. Alternate 1: Name _____ Phone #: _____

Address _____

City _____ State _____ Zip _____

C. Alternate 2: Name _____ Phone #: _____

Address _____

City _____ State _____ Zip _____

X. **DISTRIBUTION OF YOUR TRUST ESTATE:**

To our Children in Equal Shares

(please indicate if you want a different distribution than to your children equally) _____

XI. **DEFAULT CLAUSES: PLEASE INFORM IF YOU WOULD LIKE SOMETHING DIFFERENT**

1. Children under age 18 will be on maintenance trust.
2. If a beneficiary dies and has children, their children will inherit their share.
3. If a beneficiary dies without any children, their share will go to the other then living beneficiaries.
4. If all beneficiaries have died, the Estate will be split into two share and distribute to next of kin.

XII. **ARE YOU DISINHERITING ANYONE?** If yes, who? _____

XIII. **SPECIAL NEEDS?** This office does NOT create Special Needs Trusts. Please discuss with Attorney.

XIV. GUARDIANS (For minor children only)

A. Guardian(s)1: Name _____ Phone #: _____
 Address _____
 City _____ State _____ Zip _____

B. Guardian(s)2: Name _____ Phone #: _____
 Address _____
 City _____ State _____ Zip _____

XV. Type of Assets

- | | | | |
|-----------------------------|-----------------------------------|-----------------------------|--------------------------------|
| A. <input type="checkbox"/> | Primary Residence | G. <input type="checkbox"/> | Company Ownership |
| B. <input type="checkbox"/> | Rental/other real Property | H. <input type="checkbox"/> | extraordinary assets |
| C. <input type="checkbox"/> | Retirement Funds | I. <input type="checkbox"/> | normal home furnishings |
| D. <input type="checkbox"/> | Checking and Savings | J. <input type="checkbox"/> | Other: |
| E. <input type="checkbox"/> | Life Insurance | | _____ |
| F. <input type="checkbox"/> | Stocks/Bonds | | _____ |

XVI. IMPORTANT NOTES

- A. **NO TAX ADVICE:** Joey Gilbert Law shall not and will not give any tax advice. You are highly advised to seek the assistance of a licensed tax professional prior to transferring any asset into your trust, to ensure there is no tax consequence.
- B. **TITLE INSURANCE:** Prior to recording a deed to transfer any real property to your trust it is important to contact your title insurance and take the steps necessary to avoid any termination of your title insurance as a result of said transfer of ownership to your trust.
- C. **MORTGAGE DUE ON SALE CLAUSE:** Prior to recording a deed to transfer any real property to your trust it is important to contact your Mortgage Company and take the steps necessary to avoid triggering any type of "Due On Sale" or "Due On Transfer" as a result of said transfer of ownership to your trust. These clauses can cause your entire remaining balance of your mortgage to be due and payable. Your main residence is protected by federal law, but it is still advised to obtain in writing a letter stating permission to transfer to your trust. For any type of second home, rental or other real property, to avoid triggering any type of "Due On Sale" clause, please contact your mortgage company and obtain permission to transfer to your trust without triggering said clause.

There is a non-refundable \$300.00 consultation fee, which is not refundable and does not guarantee that the attorney will take your case. Additional fees will be charged for further services as agreed hereafter. You expressly understand and acknowledge the instant Consultation Agreement in no way constitutes an agreement by this firm to represent your legal interest in any manner whatsoever. Any legal representation of your interests will only commence upon execution of a Contract for Professional Services. You also agree and acknowledge the instant Consultation Agreement does not create any ongoing attorney/client relationship and said relationship is established solely for purposes of the consultation only. The consultation is the attorney's opinion of your case and you are welcome to obtain a second opinion or advice from other legal counsel.

THE ABOVE INFORMATION IS TRUE AND CORRECT: DATE: _____

 POTENTIAL CLIENT

 POTENTIAL CLIENT

ATTORNEY NOTES: Trust package quote: \$ _____

