

## AMERIESTATE LEGAL PLAN, INC.

Corporate Headquarters: 3525 Hyland Ave., Suite 150, Costa Mesa, California 92626

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### FAMILY LEGAL ACCESS PLAN MEMBERSHIP AGREEMENT AND RECEIPT

NAME (Please Print)		PHONE (       )	
ADDRESS		CITY	STATE, ZIP CODE
LEGAL PLAN MEMBERSHIP FEE \$150.00	PAYMENT METHOD	DISCOVER/ VISA / MASTERCARD NUMBER	EXP. DATE

#### YOUR MEMBERSHIP ENTITLES YOU TO

- Telephone Advice and Consultation:** Free phone consultation with a Provider Attorney during normal business hours (except when it becomes a complex legal matter – see Paragraph 5 below)
- Free Letters Written and Telephone Calls Made On Your Behalf:** Legal letters will be written and phone calls made as needed by a Provider Attorney, except when it becomes a complex legal matter – see Paragraph 5 below)
- Document Review:** A Provider Attorney will review simple legal documents of up to seven pages, regarding the same matter, and communicate his/her findings via telephone or US Mail, as appropriate. There is a 90-day waiting period between the review of documents regarding the same legal matter.
- Estate Planning Services:** Members requesting estate planning services are assigned to a Provider Attorney focusing in estate planning who is contracted by AmeriEstate to provide discounted estate planning services for legal plan members. An AmeriEstate Provider Attorney's office will provide phone consultation with plan members to review estate-planning options, which are appropriate for that member and the advantages and disadvantages of each option. The Provider Attorney is responsible for determining whether or not the member should have a particular type of estate plan. If appropriate, the Provider Attorney will recommend the type of plan and which particular estate planning techniques should be used to accomplish each member's objectives. Special negotiated discounts apply to: Last Will & Testaments, Revocable Living Trusts, Reviews and updates of existing Revocable Living Trusts, Irrevocable Life Insurance Trusts, Charitable Remainder Trusts, Powers of Attorney, Health Care Directives, and Living Wills. Asset Protection Strategies and Business Incorporations including formation of Corporations, Limited Liability Companies (LLC), Family Limited Partnerships (FLP). Simple amendments and changes to estate plans prepared by independent provider attorneys at no charge while membership is in force.
- Complex Legal Matters:** Complex legal matters (as determined solely by the Provider Attorneys) are legal matters that generally cannot be resolved by a simple phone call with a Provider Attorney. At the member's request, if the Provider Attorney declines to represent the member on a complex legal matter, the member will be provided with an attorney referral service, which will refer the member to an attorney specializing in the area of concern. AmeriEstate can provide access to an attorney referral service, which provides access to a nationwide panel of licensed attorneys who have agreed to provide their clients with up to One-Half Hour of free in-office consultation and a discount of Twenty-Five Percent (25%) off the attorney's standard fixed or hourly rates.

#### EXCLUSIONS

- Fines, Court Costs & Expenses:** Your membership does not include any benefits for the payment of fines, penalties, court costs, expert witness fees, judgments or any related expenses such as photocopying, postage, courier, long distance telephone charges, bonds and bail bonds. Your membership also excludes any claim or defense, which in the opinion of the Provider Attorney appears to be frivolous or groundless. The 25% discounted rate will apply to office consultations, telephone calls, representation in court or arbitration, letters written or documents reviewed on complex legal matters.

#### ADMINISTRATION

- No Provider Attorney who provides legal services pursuant to this membership is an agent or employee of AmeriEstate and AmeriEstate shall not be liable for any acts or omissions of any attorney providing services to the member.
- Membership Term: One Year. Optional renewal memberships available on an annual basis.
- This is not an insurance policy, or an agreement for an attorney referral service. This is an agreement for prepaid legal services.
- It is agreed and understood that I/we will resolve any dispute or controversy we now have or may ever have with AmeriEstate or its employees or agents in connection with or arising from this Agreement by binding Arbitration. Such Arbitration shall be in accordance with the rules and procedures of the American Arbitration Association then in effect. The decision or award by the Arbitrators shall be final, conclusive and binding upon each party and enforceable in a court of law of proper jurisdiction. All costs of Arbitration shall be shared equally except that each party shall pay his/their own legal fees and costs. This provision is not intended to abrogate the rights and remedies available to a member with respect to a dispute with a licensed attorney.
- This Agreement is subject to the Definitions and General Provisions attached hereto and made a part hereof.
- You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. To cancel this transaction, mail or deliver a signed and dated cancellation notice or any other written notice requesting cancellation, or fax, to AmeriEstate Legal Plan, Inc. at: 3525 Hyland Ave., Suite 150, Costa Mesa, California 92626, or fax to: (562) 296-9760 not later than midnight of the 3<sup>rd</sup> business day following this date as indicated below.**

By signing below I am requesting to become a member of the AmeriEstate Legal Plan and agree to the terms of this Agreement. If I have requested to pay by credit card, I promise to pay by authorizing the issuer of the card identified above, the amount shown above as LEGAL PLAN MEMBERSHIP FEE, subject to and in accordance with the agreement governing the use of such card.

CLIENT # 1	CLIENT # 2	DATE
AGENT SIGNATURE	AGENT NAME (Print)	DATE

**DEFINITIONS AND GENERAL PROVISIONS**  
**Attachment to Family Legal Access Plan Membership Agreement and Receipt**

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Affiliate" means any person or entity with whom AmeriEstate has contracted to provide marketing or other services on behalf of AmeriEstate in connection with this Agreement or with respect to the delivery of services to a member required under this Agreement.
- (b) "Agreement" means this Family Legal Access Plan Membership Agreement and Receipt, and any written amendments thereto executed by the parties hereto.
- (c) "AmeriEstate" means AmeriEstate Legal Plan, Inc., a California Corporation, and its successors and assigns.
- (d) "Member" means the natural person or persons executing this Agreement, and the member's spouse, so long as the member remains married. In addition, benefits under this Agreement are extended to all unmarried children under age 19 and any unmarried children until their 23<sup>rd</sup> birthday if they are enrolled full time in an accredited education institution. Handicapped relatives dependent on the member are covered regardless of age.
- (e) "Provider Attorney" means the attorney or law firm designated by AmeriEstate from time to time to provide the benefits to members described in this Agreement.

2. General Provisions.

- (a) Nonwaiver. Failure on the part of either party to complain of any action or nonaction, breach or default on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver of any rights or remedies hereunder, at law or in equity, and a waiver at any time of any provision hereof shall not be construed as a waiver at any subsequent time of the same or any other provision.
- (b) Notices. Any notices to be given hereunder by either party to the other, other than the notice provided for in Section 11 of the Agreement, shall be deemed received upon actual receipt if delivered personally in writing or three (3) business days after deposit in the United States mail, registered or certified, postage prepaid with return receipt requested, addressed to the party at the address specified on the first page of the Agreement. The parties may change their addresses by written notice in accordance with this paragraph.
- (c) Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and fully supersede any and all prior agreements between the parties hereto respecting the subject matter hereof. In addition, no amendment or modifications to this Agreement shall be valid unless set forth in writing and signed by each of the parties hereto.
- (d) Severability. Any provisions of this Agreement, which may be prohibited by law or otherwise held invalid, shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.
- (e) Headings. The headings of the articles, sections, and paragraphs herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

- 3. Provider Attorneys' Professional Judgment. It is within the sole discretion of the Provider Attorney to determine the legal advice, consultation and services to render to member, and whether claims or defenses pertaining to any matter under this Agreement presents a frivolous or otherwise unmeritorious claim or defense including decisions to appeal any judgment or decision, and the Provider Attorneys reserve the right to make independent professional judgments regarding same. AmeriEstate is not licensed to practice law, and will in no way influence or attempt to affect the rendering of professional services of any Provider Attorney.
- 4. Waiver. Member hereby waives, releases and discharges AmeriEstate and its agents, employees, officers, directors, shareholders, successors and assigns from any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorney's fees) in connection with, arising out of, or related to the performance of services by Provider Attorneys in connection with this membership.
- 5. Privacy Policy. AmeriEstate respects each Member's right to personal privacy, especially in connection with the delivery to AmeriEstate of personal information, which may be used by Provider Attorneys or Affiliates in connection with a Member's legal matters. In this regard, AmeriEstate collects non-public personal information about you from information you have provided on this Agreement, and information, which you may provide to our Affiliates or Provider Attorneys in connection with a specific legal matter. Be advised that AmeriEstate does not share or disclose a Members information to any third parties, other than Provider Attorneys who must have such information to perform professional services on behalf of the Member and Affiliates with which the Member has given AmeriEstate permission to share such information. AmeriEstate never shares information with third party marketers unless the Member expressly authorizes AmeriEstate to do so. When AmeriEstate does share information with Provider Attorneys or Affiliates, it is limited to the information necessary for the particular circumstance, and only under strict controls to prevent misuse. AmeriEstate restricts access to the information it obtains about Members to only those employees and service providers who need to know that information to provide the Member with the services requested.