

# My Hidden Legacy, LLC

## Service Agreement

This Service Agreement is effective [Date],

**Between:** My Hidden Legacy, LLC (“Service Provider”) an Arizona Limited Liability Company with its main office located in the state of Arizona at:

3370 N. Hayden Rd, #123-561  
Scottsdale, AZ 85251

**AND:** (Client Name) [ ] an individual  
located in the state of [ ] with a Primary Physical address of:  
(Complete Address of Client)  
[Address:  
City: State: Zip: ]

For good and valuable consideration, the receipt of which is hereby expressly acknowledged, the parties hereto agree as follows:

### RECITALS

#### 1. Engagement

Upon the terms and subject to conditions hereof, the Client hereby engages Service Provider to provide client with services, as defined in Section 2.

#### 2. Services

Service Provider is in the business of providing legacy gifting for clients once they have deceased. More specifically the client engages Service Provider to provide a specific type or form of Service to be provided to a specifically named beneficiary after the Client has passed away. This service will be performed over a period of time or for only one single instance depending on the wishes of the client. Client has specifically engaged Service Provider to provide the following services to the subsequently named beneficiaries:

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## 3. Fees

Client agrees to pay to Service Provider for the services performed in Section 2. Such fee is due at the time of signing this Agreement and is non-refundable. All costs and expenses associated with performing the services described in Section 2 will be included and contemplated in the fee charged to client. Client agrees to pay to Service Provider an amount equal to the cost of the actual legacy gift they wish to give, as well as a Service Fee. Service Fees are outlined below:

- One Time Gift under \$250.00-\$50.00 Service Fee
- One Time Gift from \$250-\$1,000.00-\$75.00 Service Fee
- One Time Gift over \$1,000.00-10% Service Fee

If Client wishes Service Provider to provide the agreed upon Service more than one time, the subsequent Service Fee will be reduced by 50%. For example, if client wishes for Service Provider to provide a five year gift at a cost of less than \$250.00 then client will pay a Service Fee of \$50.00 for the first year and \$25.00 for each subsequent year. If client wishes for Service Provider to provide a lifetime gift to a recipient the Service Fee will be based on actuary tables of the current life expectancy of the recipient.

For gifts occurring for 2 or more years, a 6% yearly rate will be built in to cover any cost increases of your gift.

## 4. Term and Termination of Agreement

A. Except as provided below the term of this Agreement shall commence on the first date indicated above. However Service Provider and Client both expressly agree that the Service Provider will not provide any services outlined in Section 2 until such time as Client has deceased and Clients Personal Representative or Trustee is notified of Clients death. Client specifically agrees that it is their obligation to inform their Personal Representative or Trustee of the existence of this contract and give specific instruction to have the personal Representative or Trustee contact Service Provider and notify them of Clients death. The Personal Representative is also required to provide to the Service Provider and changes of address, name or any other material changes in regards to the recipient in order that Service Provider may continue to perform under the terms of this contract.

B. Once notified of Client's death Service Provider will then engage in performing the services as outlined in Section 2.

C. If after the death of Client the beneficiary or beneficiaries of this Legacy Gift may elect to terminate this gift and receive a cash buyout instead of receiving the contemplated gift. In the event that the beneficiary or beneficiaries elect to receive a cash

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buyout instead of the contemplated Legacy Gift the recipient will receive the cost of Legacy Gift, and Service Provider will retain the Service Fee plus 10%.

D. If the recipient dies prior to the completion of the Services contemplated in this agreement then the cost of the gift will either be refunded to the Estate of the recipient as outlined in 4C above, or the funds will be donated to a charity as outlined below by the Client.

I would like remaining funds to be returned to my estate

I would like remaining funds to be donated to the charity designated below

In whose name would you like the donation to be made?

## 5. Confidentiality

It is stipulated and agreed that during the term of this Agreement that neither party shall disclose any of the material terms or conditions of this Agreement, with the exception of those listed in Section 4.

## 6. Assignment/Successors

Both parties hereby acknowledge and agree that Service Provider may employ the assistance of other entities or individuals in fulfilling the terms of this Service Agreement. All fees for sub-contracting services will be paid by the Service Provider. Service Provider also reserves the right to assign any or all of the Services to be provided by Service Provider to any other entity or individual.

## 7. Waiver of Breach

The failure of any party hereto to enforce at anytime any of the provisions of this Agreement shall in no way be construed to constitute a waiver of any such provision not in any way to affect the validity of this Agreement or any part hereof, including the right of any party thereafter to enforce each and every provision. The waiver by any party to this Agreement of any breach or violation of any provision of this Agreement by the other party hereto shall not operate or be construed to be a waiver of any subsequent breach or violation thereof.

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## 8. Severability

The terms and conditions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions hereof.

## 9. Choice of Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Arizona.

## 10. Construction of Agreement; Entire Agreement; Amendments

This Agreement may be executed in counterparts in order to provide each party hereto with a fully executed original hereof. In that this Agreement was prepared as a result of negotiation and mutual agreement between the parties hereto; neither this Agreement nor any provision hereof shall be construed against either party hereto as the party who prepare this Agreement or any such provision. This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein. This Agreement may be amended only by a written amendment between the parties hereto.

### Legacy Details

Name of Recipient: \_\_\_\_\_

Recipient Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Recipient Phone Number: (\_\_\_\_) \_\_\_\_\_

Name of Executor/Designee: \_\_\_\_\_

Executor/Designee Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Executor/Designee Phone Number: (\_\_\_\_) \_\_\_\_\_

Executor/Designee email address: \_\_\_\_\_

# My Hidden Legacy, LLC

Is there a personal message that you would like to send along with the gift?

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## Legacy Description

(Please add as much detail as needed. Refer to the ideas page if needed.):

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Desired Legacy Delivery Date: \_\_\_\_\_

(This may also be the Legacy Event Date)

Desired Legacy Event Date: \_\_\_\_\_

(The actual date the Legacy will occur. It may be the same as the Delivery date.)

Please let us know if the Executor/Designee has been informed about the details of your Legacy.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [Place of Execution] on the date indicated above.

**My Hidden Legacy, LLC**

**Client**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature