

## FINANCIAL PLANNING PARTICIPATION AGREEMENT

### Financial Planner portion of Agreement

Our practice consists of personal financial planning, and we are compensated on a fee only basis as set forth below. This agreement sets forth the terms under which we will perform financial planning services for you. A complete financial plan will analyze and make recommendations for you in the following areas:

- Money Management
- Investment Management
- Risk Management
- Tax Management
- Estate Management

You may choose to receive advice in some or all of these categories. We sell no financial products, and will only recommend products that we feel you need; the only other service available from us is direct investment management, if you need and choose this service. **We (*Capital Financial Services, LLC* and the client) will create a short outline of the services to be provided, which is attached to and a part of this agreement.** Based on the currently available information, we estimate that the requested services will take \_\_\_\_ hours (at \$120/hour).

In consideration of these services, you will compensate us at the rate of \$120 per hour. A check in the amount of \$\_\_\_\_\_ (half of the estimated total bill) is due upon the signing of this Agreement and will be credited against all charges due and payable upon presentation of the financial plan to you. Additional or continuing work beyond this contract will be at the same hourly rate.

**Client Portion of Agreement**

I (Client) understand and agree to the following provisions:

1. This program is strictly voluntary and I am participating at my own discretion.
2. I agree to assist *Capital Financial Services, LLC* by furnishing them with all current data, copies of documents, and such other information relevant to my financial situation as may be reasonably requested.
3. All information given to *Capital Financial Services, LLC* and all recommendations and advice furnished to me shall be regarded by both parties as confidential. It is also understood that *Capital Financial Services, LLC* will not furnish to any individual or firm, including my employer, any information about me or my financial situation without my explicit permission in writing.
4. The recommendations with supportive data will be submitted to me by *Capital Financial Services, LLC* in written form (as well as orally, if I so choose) for my consideration and acceptance.
5. I shall at all times be at liberty either to follow or disregard, wholly or partially, any information, recommendation or advice given by *Capital Financial Services, LLC*. Also, I will be fully responsible for all decisions relating to the advice given.
6. I understand that *Capital Financial Services, LLC* is not qualified to render any legal advice or to prepare any legal documents for the implementation of my financial plan and that my personal attorney shall be solely responsible for such advice and opinions.
7. Since the services rendered by *Capital Financial Services, LLC* rendered under this agreement are advisory in nature, I expressly agree that *Capital Financial Services, LLC* shall not be held responsible for the consequences of these recommendations, as long as those services are rendered by the Adviser in good faith, and provided that *Capital Financial Services, LLC* is not in violation of applicable Federal and State securities laws, rules, and regulations.

8. *Capital Financial Services, LLC* shall not assign this agreement without my written consent.

9. No modification or amendment of this agreement shall be effective unless made in writing and signed by both me and *Capital Financial Services, LLC*.

10. This agreement may be terminated by me without penalty upon delivery to *Capital Financial Services, LLC* of written notice of termination within five (5) business days from the date of this Agreement.

I have read the attached Agreement and understand the provisions set forth therein. IN WITNESS WHEREOF, I have this date executed this Agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
signature

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

\_\_\_\_\_ address

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Accepted by: *Capital Financial Services, LLC*

\_\_\_\_\_ Date: \_\_\_\_\_  
William C. Jerome, CFP - Owner