

**Sullivan Financial Planning, LLC**  
**Financial Planning Agreement**

This Financial Planning Agreement, the (“Agreement”), dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between Sullivan Financial Planning, LLC (“Adviser”), an investment adviser licensed with the State(s) of Colorado, and \_\_\_\_\_ (“Client”).

**1.A Services of Adviser**

Adviser shall provide the following service(s) to the Client (initial applicable service(s)):

- \_\_\_\_\_ **Comprehensive Financial Planning:** Adviser will collect the pertinent data, conduct personal interviews with the Client, and present a comprehensive written financial plan to the Client.
- \_\_\_\_\_ **Specific Financial Planning:** Adviser will collect the pertinent data, conduct personal interviews with the Client, and present selected report(s) to the Client.
- \_\_\_\_\_ **Hourly Financial Consultation:** Adviser will provide financial consulting services on an hourly basis.

**1.B. Fees:**

Financial planning services are offered on a fixed fee basis, which starts at \$ 2,000. The final fee shall be directly dependent upon the facts and circumstances of the client’s financial situation and the complexity of the financial plan or service requested. An estimate of total cost will be determined at the start of the advisory relationship. If the client chooses to proceed, 50% of the estimated fee is due upon signing of this Agreement. Adviser’s financial planning fees are negotiable and arrangements with any client may differ from those described above. Plans will be delivered within 6 months of 1<sup>st</sup> fee paid by client.

In consideration of the services rendered by Adviser, Client shall pay to Adviser the following fees (initial):

- \_\_\_\_\_ **Comprehensive Financial Planning:** The fee for providing comprehensive financial planning is based on the time required to prepare the financial plan. The fee for this service is estimated to be \$ \_\_\_\_\_.
- \_\_\_\_\_ **Specific Financial Planning:** The fee for providing specific financial planning is based on the time required to prepare the analysis/modular plan. The fee for this service is estimated to be \$ \_\_\_\_\_.
- \_\_\_\_\_ **Hourly Financial Consultation:** The fee for an hourly consultation is based on the time required to review the Client’s situation. The Adviser’s rate is \$ 200 per hour.

The fees charged by Adviser are solely for the preparation of the comprehensive financial plan, specific financial plan, or financial consultation, and do not include any commissions that might be generated upon implementation of any securities or insurance recommendations.

**2. Responsibilities of the Client**

Client agrees to provide, on a timely basis, information regarding income and expenses, investments, income tax situations, estate plans, and other pertinent matters as requested by Adviser from time to time. Client also agrees to discuss needs and goals and projected future needs candidly with Adviser and to keep Adviser informed, in writing, of changes in Client’s situation, needs, and goals. Client acknowledges that Adviser cannot adequately perform its services on the Client’s behalf unless Client performs such responsibilities on his/her part and that Adviser’s analysis and recommendations are based on the information provided by Client. Client agrees to permit Adviser to consult with and obtain information about Client from Client’s accountant, attorney, and other advisers. Adviser shall not be required to verify any information obtained from Client, Client’s attorney, accountant or other advisers and is expressly authorized to rely on the information received. Client is free at all times to accept or reject any recommendation from Adviser and Client acknowledges that (s)he has the sole authority with regard to the implementation, acceptance, or rejection of any counseling or advice from Adviser.

### **3. Confidentiality**

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

### **4. Basis of Advice**

Client acknowledges that Adviser obtains information from a wide variety of publicly available sources and that Adviser has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by Adviser are based upon the professional judgment of Adviser and its individual professional counselors and neither Adviser nor its individual counselors can guarantee the results of any of their recommendations. Client at all times may elect unilaterally to follow or ignore completely or in part any information, recommendation or counsel given by Adviser under this Agreement.

### **5. Implementation**

The Client is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of Adviser. Client will retain absolute discretion over all investment and implementation of any recommendations.

### **6. Legal and Accounting Services**

It is understood and agreed that Adviser and its employees are not qualified to and will not render any legal or accounting advice nor prepare any legal or accounting documents for the implementation of Client's financial and investment plan. Client agrees that his/her personal attorney and/or accountant solely shall be responsible for the rendering and/or preparation of the following: (i) all legal and accounting advice; (ii) all legal and accounting opinions and determinations; (iii) all legal and accounting documents.

### **7.A Term**

The term of this agreement shall be as follows:

### **7.B. Termination**

This Agreement may not be modified or amended except in writing and signed by both Adviser and Client. Adviser or Client may terminate the Agreement within 5 days (five) of the date of acceptance without penalty to the client. Thereafter Client will incur a pro rata charge for bona fide advisory services actually rendered prior to such termination. After the five-day period, either party may terminate the Agreement by providing written notice to the other party. Upon termination, any prepaid fees will be pro rated to the date of termination and any *unearned* portion thereof will be refunded to Client.

### **8. Acknowledgment of Disclosure Statement (initial)**

\_\_\_\_\_ Client hereby acknowledges receipt of a copy of Part II of Adviser's Form ADV and understands that he/she has the right to terminate this Agreement for advisory services without penalty, within five business days after execution of this Agreement.

\_\_\_\_\_ Client hereby acknowledges having received a copy of Adviser's Privacy Policies as required under the Graham-Leach-Bliley Act, Regulation S-P.

### **9. Assignment of Agreement**

No assignment, as that term is defined in the Investment Advisers Act, of this Agreement shall be made by Adviser without the written consent of Client.

### **10. Notices**

Notices to Adviser must be in writing, and shall be sent to Adviser Address.

All notices or communications to the Client will be sent to:



# Appendix A

## Fees and Services

**Portfolio Monitoring:** A retainer fee based on the following formula will apply:

\$0-\$99,999.99	1.5%
\$100,000 and over	1%

This fee will not fluctuate with changing values of the account. If assets are added by Client, fee will be adjusted to reflect new assets. This service will include quarterly monitoring of asset allocation, suggestions to client for rebalancing, and review of quality of investments. Client is responsible for making any suggested changes at his own discretion.

Services are specified in the body of this agreement.

### **Financial Planning:**

Flat fee beginning at \$2,000 will be charged. Fee may be higher depending on the complexity of the client's planning needs. Fee will be agreed upon prior to the beginning of work.

Services include analysis and action items in the following areas:

- Multiple financial goal attainment
- Client Risk Tolerance Analysis
- Asset allocation and investment selection (one time)
- Life, Disability, and Long Term Care Insurance needs
- Retirement Income Planning
- Basic tax issues (Adviser is NOT a CPA and strongly recommends any suggestions be discussed with Client's tax professional)
- Basic Estate Planning issues (Adviser is NOT an attorney and strongly recommends and suggestions be discussed with Client's estate planning attorney)

### **Asset Allocation and/or Portfolio Analysis and Recommendations:**

Hourly fee of \$200/hour

Services include:

- Client risk tolerance analysis
- Checking Client's asset allocation for over/under exposure to various asset classes
- Suggestions for rebalancing between asset classes
- Adviser assessment of the quality of investments in portfolio
- Adviser suggestions for alternate investments if applicable
- Analysis and recommendations for investments within Client's employer-sponsored plan

### **Insurance Analysis:**

Hourly fee of \$200/hour.

Client is encouraged to use Client's own insurance professionals to implement recommendations. If Client requests that Adviser assist in obtaining insurance policies, Adviser may be paid a commission by the insurance company if that policy is implemented by the Client. Such commission will not increase the price of the policy to the Client.

Services include:

- Needs analysis of Client Life Insurance requirements
- Analysis of Client's current Disability Insurance policies
- Assistance in structuring a strategy to take care of potential Long Term Care needs. This may include investing/self-insuring against the possibility or transferring risk to an insurance company.
- At client's request, shopping for appropriate insurance policies if a gap in coverage exists.