



Helping You Make Wise Financial Decisions

Jennifer J. Cole, CFA, MBA, CFP®  
ON AN HOURLY, FEE-ONLY BASIS

# Client Services Agreement

Dated \_\_\_\_\_

Please review this Agreement carefully as it sets forth the understanding between you ("client")

**Name(s):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

and Cole Financial Consulting, LLC ("CFC", "advisor", "us") located at 24 Canada Vista Drive, P.O. Box 1109, Sandia Park, NM 87047 regarding the services CFC will provide you. If you have any questions about the content or purpose of this Agreement we should discuss them before you sign this Agreement.

## 1. Initial Services.

Cole Financial Consulting, LLC is a fiduciary, i.e. your best interest comes first. The firm's advisory activities include providing financial planning advice and consultation with respect to client portfolios, including investment analysis and asset allocation and selection. These services are provided on an "incidental" (as-needed) basis and do not involve continuous monitoring of clients' investments (sometimes called "investment management" or "investment supervisory services"). The firm also provides "non-securities advice" - consultation on such matters as risk management, retirement and education funding, cash flow management, debt reduction, tax planning and estate planning.

The firm provides advice on topics, such as: Budgeting, Debt Repayment and Refinancing, Savings Plans, Financial Goal Setting, Retirement Resource Evaluation, Insurance Needs and Suitability Analysis, Portfolio Diversification, Estate Planning Considerations, Retirement Plan Decisions, Inheritance Proceeds Decisions, Investment Selection and Widowhood Transitions.

Cole Financial Consulting, LLC will provide consultations addressing the specific issue or issues you request as indicated below. CFC will provide you with financial analysis and recommendations to guide you toward the achievement of your objectives. CFC will limit its analysis to the specific areas indicated below. **You understand that information regarding specific issues not revealed to or analyzed by CFC may have a direct impact on the suitability or accuracy of specific recommendations given.**

## 2. Specific Services Requested.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we, the client, have read and understood the full contents of this page. \_\_\_\_\_

---

Total Time Estimate \_\_\_\_\_

Additional Services may be added by you per section 4 of this contract.

**3. Estimated Fee for Quoted Services:**

\_\_\_\_\_ hours at \$220/hour including applicable Gross Receipts Tax \_\_\_\_\_

Project Engagements are a minimum of 8 hours

This fee quote is valid for 45 days and is confirmed by your \$1,000.00 deposit check.

- 4. Future Services.** In addition to the specific services requested pursuant to this Agreement, CFC may provide you with financial advisory services in the future upon specific request from you. The scope of such services will be jointly determined verbally or in writing, and a fee range will be provided, if requested and estimable. Such additional services will be subject to the provisions of this Agreement, including the provisions relating to payment of fees and the limitations on CFC's duties and liabilities.
- 5. Fees.** Cole Financial Consulting's fees for advisory services, including future services, reflect the amount of time expended directly on your behalf and CFC's billing rate per hour. The regular rate is \$220 per hour (including applicable Gross Receipts Tax) and is subject to change for future services upon written notice to you. Any negotiated discounts are calculated based upon the regular rate in effect at the time of the future services and reflect frequent and ongoing use of our services. Project Engagements for new clients are billed at a minimum of 8 hours.
- 6. Payment of Fees.** You agree to submit the deposit shown in Section 3 with this signed Agreement. You agree to pay the balance of actual fees for the initial services provided per this contract, which will be due and payable to CFC when invoiced after the presentation of recommendations to you. Progress payments may be required for projects lasting over 6 weeks.
- 7. Client Representations.** You represent to Cole Financial Consulting, LLC the following and understand and agree that CFC is relying on these representations as an inducement to enter into this Agreement:
- ❖ You agree that you will provide CFC with the necessary information to provide the agreed upon services.
  - ❖ You understand that the responsibility for financial decisions is yours and that you are under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by CFC.
  - ❖ You understand that CFC obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by CFC are based on the professional judgment of CFC and the information you provide to CFC.

I/we, the client, have read and understood the full contents of this page. \_\_\_\_\_

- ❖ You understand and agree that due to the limited nature of this engagement, CFC is under no obligation to contact you to recommend changes to your financial plan or any of the recommendations and advice provided under this Agreement in the future.
  - ❖ You understand that all investments involve risks and that some investment decisions will result in losses. You understand that CFC cannot guarantee that your investment objectives will be achieved.
  - ❖ You understand and agree that CFC will not be liable for any loss incurred as a result of the services provided to you by CFC, except by act of negligence. Nothing in this Agreement shall in any way limit or waive any rights you may have under federal or state securities laws.
  - ❖ You understand and agree that CFC performs services for other clients and may make recommendations to those clients that differ from the recommendations made to you. You agree that CFC does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
  - ❖ You understand that CFC does not provide legal or accounting advice and does not prepare any legal documents for the implementation of any recommendations provided in the financial plan.
8. **Confidentiality of Information.** Cole Financial Consulting, LLC will regard any information provided by you as confidential and all recommendations and/or advice provided by CFC shall be confidential, with disclosure of client information only upon such terms and to such non-affiliated third parties as designated/approved by the client or as required by law. With this agreement, you give consent for 1) our independent bookkeeper and accountant to have access to relevant billing and payment information and 2) our independent file clerk and software consultant to have access to physical and electronic files solely for the purpose of electronic and physical file maintenance. Our privacy policy is available upon request and at <http://colefinaancialconsulting.com/client-forms.html>.
9. **Termination.** Either party may terminate this Agreement at any time with written notice to the other. If this Agreement is terminated all fees due at time of termination will be due and payable by you within 30 days. CFC will refund any unearned, prepaid fees within thirty days of written request from the client. Should the client wish to terminate this Agreement within 5 business days after signing, no penalty will be assessed and all fees will be refunded promptly. Clients may terminate verbally and if CFC does not receive a written termination notice within 2 days, CFC will send the client a written notice of termination.
10. **Implementation.** Cole Financial Consulting, LLC will refer the client to other providers for implementation of investment recommendations, purchase of insurance products, procurement of legal documents, and other products and specialized services. CFC receives no referral fees from such providers. CFC may help the client complete the necessary paperwork to open accounts; draft letters for client signature; or create letters of instruction for client follow-through. CFC will not have power of attorney for any client account.
11. **Multiple Clients.** In the event the client is more than one individual, CFC is authorized to accept the direction of either party and such direction will be binding on all parties. CFC will not withhold information provided by one of the individuals from the other individual(s).
12. **Commissions.** The client understands CFC will not receive commissions or referral fees on transactions that may result from the implementation of the client's financial plan. Nor does CFC pay referral fees to anyone who may have referred you to us.

I/we, the client, have read and understood the full contents of this page. \_\_\_\_\_

13. **Registration and Licensing.** CFC is registered as an investment adviser with the State of New Mexico and Colorado. In addition, adviser may register or meet exemptions to registration in other states where it conducts business. Any reference to the Investment Advisers Act of 1940 is not meant to imply registration with the Securities and Exchange Commission. Jennifer J. Cole is a Licensed Insurance Consultant (life, health, accident, and annuity) in the state of New Mexico.
14. **Assignment.** CFC will not assign the Agreement to any other party without your written consent.
15. **Disclosure Document.** The client has the right to either a) receive the investment adviser's disclosure document at least 48 hours prior to entering into the contract or b) terminate the contract without penalty within five business days of entering into the contract. The disclosure document, Form ADV Part 2, is available on our website at <http://colectfinancialconsulting.com/client-forms.html>
16. **Disputes.** This agreement advocates that all claims arising between the parties in respect to this Agreement shall be resolved through voluntary arbitration. Client is aware that:
- ❖ Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
  - ❖ The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
  - ❖ The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - ❖ Arbitration relating to any controversy arising out of or related to any transaction with adviser or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be conducted in accordance with the rules then in effect of the American Arbitration Association.
  - ❖ It is clearly understood that this voluntary arbitration agreement does not constitute a waiver of the investor's rights under the Investment Adviser Act or similar state statutes or rules
17. **Other Services.** The Client acknowledges that Cole Financial Consulting, LLC does not and will not practice law or accounting in providing advice to Client to or in preparing the plan. The Client understands that none of the fees paid under this contract relate to accounting or legal services and that it is the responsibility of the Client to obtain accounting or legal advice if necessary.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico
19. **Communications.** Client agrees that the annual Privacy Policy notice, ADV offer, Code of Ethics offer, and personal financial planning information may be delivered by email to the address entered in this agreement or to any updated email addresses you provide later.

**Client hereby acknowledges receipt of Cole Financial Consulting's Privacy Statement and Form ADV Part 2, either in hard copy or via access to <http://www.colectfinancialconsulting.com/client-forms.html>**

I/we, the client, have read and understood the full contents of this page. \_\_\_\_\_

Accepted by:

Client \_\_\_\_\_ Dated: \_\_\_\_\_

Client \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature by: Jennifer J. Cole, CFA, MBA, CFP®  
Cole Financial Consulting, LLC  
(505) 286-7915  
JCole@ColeFinancialConsulting.com

Please mail this signed contract and your deposit check for \$1,000.00 to:

Cole Financial Consulting, LLC  
P.O. Box 1109  
Sandia Park, NM 87047

I will provide you with a copy of this fully-signed agreement.  
Thank you for your business!

SAMPLE

