



**CLIENT RETAINER AGREEMENT  
FINANCIAL PLANNING ONLY  
with  
Client**

**Advisor Services**

Fountain Strategies LLC (“we”) will provide Client (“you”) with **financial planning services but not investment management services**, on call and on a continuing basis by appointment. Both of us will be able to access and edit your financial plan in your personal account at MoneyGuidePro™, an online password-protected financial planning software program. Advisor’s recommendations will be in written form.

**Advisor Fee**

We charge a **one-time non-refundable setup fee of \$500, and an annual fixed retainer fee of \$\_\_\_\_\_** payable quarterly in arrears (pro-rated for any partial calendar quarter) and payable directly by check, credit card or by authorized withdrawal from a cash account set up for that purpose at Fidelity Investments. Currently our annual retainer fees range from \$3,000 to \$10,000-or more, depending upon services to be performed and anticipated complexities.

**Your Responsibilities**

You agree to notify us promptly of any significant change in your financial circumstances. If liabilities arise because you provided inaccurate or incomplete personal and financial information, you agree to hold us harmless.

**Broker Custodian**

You may choose to authorize us to relay to our preferred Broker Custodian (Fidelity Investments) your instructions for the withdrawal of the quarterly fee if that is your payment option. We do not accept custody of or enjoy discretionary powers over any assets other than assets in our own account.

**Reports**

You will have perfect access to your financial plan data at MoneyGuidePro, securely and at any time, including reports in several formats generated by the program. We will email, fax, or send by regular mail reports and comments on request, or quarterly if you request them as a regular service.



### **Advisor Constraints**

If we obtain nonpublic or other confidential information about any investment issuer, we will have no obligation to disclose the information to you or to use it for your benefit.

### **Risk and Liabilities**

We do not guarantee any specific level of performance in your investment accounts, nor will we offer any investment decision or strategy other than general comparisons to other portfolio strategies in a “What If?” context.

Except as may otherwise be provided by law, we will not be liable for

- any loss you may suffer due to anything that can be construed as an investment decision or advice by us, or other action taken or omitted in good faith with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use
- any loss arising from our adherence to your written or oral instructions

Nothing in this Agreement will waive or limit any rights that you may enjoy under federal and state securities laws that impose liabilities under certain circumstances on persons who act in good faith.

### **ERISA**

If you own an account that is subject to the Employee Retirement Income Security Act of 1974 (ERISA), we take the position that we are not a “fiduciary” within the meaning of Section 3(21) of ERISA and Section 4974(3)(3) of the Code whereby Advisor would be required to carry bonding or liability insurance other than Errors and Omissions coverage. When legislation is passed that further clarifies the fiduciary role of financial advisors beyond the injunction to “Put the client’s interest first,” we will comply.

### **Other Legal**

You agree that we will not advise or act for you in any legal proceedings, including bankruptcies or class actions, that involve securities or the issuers of securities held or previously held in your accounts.

You agree that Advisor will not vote, or give any advice about how to vote, proxies for any securities you may hold.

If you are a corporation, partnership, or limited liability company, by signing this Agreement you represent that you have been authorized to do so by appropriate action. If you are signing this agreement as a trustee or other fiduciary, you represent that that you have the authority to enter into this agreement.



### **Death or Disability**

If you are a natural person, your death, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, successor trustee, attorney-in-fact or other authorized representative may terminate this agreement by giving us written notice.

### **Privacy\***

You have received and reviewed a copy of our Privacy Policy. Except as otherwise agreed in writing or as required by law, we will keep confidential all information concerning your identity, financial affairs, or investments, with the proviso that you will authorize us to contact your accountant, attorney and other consultants, on your behalf with your prior knowledge of the contact when we deem it necessary.

### **Disclosure\***

You have received and reviewed a copy of our Form ADV Part 2, as well as a copy of this agreement. You are entitled to receive an updated Form ADV Part 2 every year, upon request.

*\*Privacy Policy & Advisor Disclosure docs (ADV Part II) are available on our website:*

<http://fountainstrategiesllc.com/library>

### **This Agreement**

This agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict or choice of law provisions.

This agreement may be canceled at any time by either party and for any reason, upon receipt by the non-canceling party of written notice by the canceling party. Upon termination, any prepaid unearned fees will be promptly refunded and any earned unpaid fees will be due and payable.

This Agreement contains the entire understanding concerning a client-advisor relationship between you and us and may be amended only by a written document signed by both parties.

This agreement cannot be assigned to another party without your written consent.



**Signature**

By signing and dating below, Client acknowledges he has read each page and initialed at the bottom of each page of this Agreement.

Client \_\_\_\_\_  
Name Date

Client \_\_\_\_\_  
Name Date

Advisor \_\_\_\_\_  
Name: Douglas M. Roesser, CFP® Date