

Terms, Conditions, Disclaimer

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Although the CLINIC provides free legal services to eligible Veterans, all participation is subject to these terms of use, and any future terms of use as amended.

In order to be eligible for the CLINIC, you must:

(1) Be a Veteran of a branch of the United States Armed Forces; (2) Have a DD214 or other official document showing military service (Report of Separation, discharge papers, etc); (3) Be a Washington resident; (4) Have a net worth of less than \$500,000.00 (\$1,000,000.00 if married).

For the purposes of this program, your net worth consists of your cash, personal property, stock and bonds, real estate (equity only), savings, life insurance, inheritances, and retirement assets like a 401(k), military retirement, or an IRA. If you have a large, complicated, or want to establish a Trust, this program is not available to you.

CLINIC does not handle beneficiary designations on any non-probate assets. If you have life insurance policies, certain types of retirement plans, payable-on-death accounts, 401(k)s, annuities, or other assets with a named beneficiary, these assets will pass outside of your will to the named person(s). If no beneficiary is named, these assets will likely pass to your estate and be disbursed according to your Will. However, these assets and/or designations are not handled by the CLINIC. You should check with your provider regularly to make sure your beneficiary designations on these assets are current. If you have minor children, the Washington Uniform Transfers to Minors Act (UTMA) prevents assets from transferring outright to those children until age eighteen (18). In such a case, the asset(s) transferred to the child would be held by a custodian, until they reach eighteen (18). Avoiding the UTMA requires creating a Trust in your Will that holds the assets, and is overseen by a Trustee, until your children reaches an age of your choosing. Trusts of this nature, and other UTMA issues are NOT handled by the CLINIC.

This is a brief overview of the UTMA, if you have concerns or require additional advice, you should seek an attorney outside of the CLINIC and should not enroll.

Further, CLINIC does not give advice / legal representation with respect to: 1) estate, gift, income and/or Generation Skipping Transfer tax issues; 2) special needs or charitable trusts; 3) citizenship / domicile issues; 4) assets managed or held outside of the U.S; 5) short or long term care planning; 6) immigration issues; and 7) litigation of any kind; 8) Minor and/or children's trusts; 9) Any issue implicating RCW 11.114 - Uniform transfers to minors act; 10) specific bequests of property other than those permitted by a list (those permitted in RCW 11.12.260).

No lawyer or law firm involved in the CLINIC program has performed a conflict search on your name or your spouse or partner's name. If you are aware of any legal proceeding involving you and your CLINIC attorney, please alert the attorney at the beginning of your CLINIC interview so that the attorney will arrange for another attorney to meet with you. If no alternate attorney is available this may disqualify you from participation in the CLINIC. All discussions with an attorney will be kept confidential. The CLINIC does not keep a copy of your Will or other estate planning documents; it will be up to you to keep your original documents in a safe and fireproof place. Some individuals need complex plans that may require assistance beyond what is available in this program. The attorney assigned to work with you will advise you if a referral is necessary in your case. You should understand that significant legal rights may be affected by having a married couple attend the same CLINIC estate planning appointment. The CLINIC only advises veterans who submit this form and are accepted to participate in the CLINIC, not spouses, beneficiaries, or related individuals. You and your spouse have the option to both seek independent counsel regarding your estate plan, by attending the CLINIC with your spouse you acknowledge and waive this right.

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