



# *Zelek & Associates*

*Strength for your Financial Future*

A Financial Services Corporation

James W. Zelek, Registered Principal\*, President  
Linda S. Zelek, Enrolled Agent, VP Tax Services  
Celeste M. Monaghan, VP Financial Services

Date

Client Name  
Address

Dear Client,

We are pleased that you have selected *Zelek & Associates, A Financial Services Corporation* to manage your financial needs. We believe that our over 30 years of financial and tax planning experience will be of tremendous benefit to you.

The purpose of this agreement is to outline the details of our business relationship. This agreement will illustrate the terms of our agreement as follows;

- Outline of the professional services that we offer
- Our fee schedule for services
- Our commitment to provide exceptional client service

If for any reason you choose to terminate this contract, you have five business days to do so.

### **Outline of Professional Services offered by Zelek & Associates**

**Tax Services:** We will prepare your federal and state tax returns. Tax planning services includes preparation of all back and current tax years and integrating these into your overall financial planning strategy.

**Financial Planning:** We will analyze your income vs. expenses; assets vs. liabilities and help you to determine your specific financial goals. Those goals may include, but may not be limited to; your plans to purchase a home, investments, risk management, planning for your children's education, as well as assessing your retirement and income stream needs. This assessment will enable us to develop a detailed financial analysis, to provide you with a plan of action to meet your financial goals.

**Investments:** All securities transactions are cleared through our Broker Dealer, Lincoln Financial Securities Corporation (LFSC). LFSC is a member of the S.I.P.C., and meets the requirements of the FINRA and the S.E.C.

**Investment Advisory Services:** These services are provided through Zelek & Associates as a Registered Investment Advisor and provide for the monitoring and the active management of your brokerage account. This contract is non-assignable and may be canceled at any time. If the contract is cancelled the fees for that time period will be pro-rated and the remaining balance returned to the client. Selections of investments are made by, Zelek & Associates, confirmed by the client and are subject to any limitations you impose as annotated.

**Limitations:**

- Trades will be executed at the time determined to be in the best interest of the client.
- All client trade requests will be confirmed by the client prior to execution.
- Other; \_\_\_\_\_

Please initial below upon receipt and review of ADV Part II;

\_\_\_\_\_ I have received & reviewed ADV Part II from Zelek & Associates.

\_\_\_\_\_ I have received & reviewed ADV Part II from Zelek & Associates.

**Fee Schedule for Professional Services offered by Zelek & Associates:**

**Professional Services Fees:** Professional services fees are calculated at an hourly rate. These rates reflect the expertise level of the individual involved and may be found on the attached rate schedule. Professional services fees do not include additional expenses; these will be itemized on the invoice. Our fee schedule is as follows;

**Bookkeeping Services:** \$45 per hour.

**Tax Services Fees:** These fees cover all services for the preparation of the tax return, IRS negotiations, intercessions, audits and problem resolution at the rate of \$125 per hour.

Tax preparation and planning, bookkeeping and financial planning fees are to be paid upon completion of the service or on the fifteenth of each month. Fees not paid within thirty days will be assessed and accrue monthly 1 ½% service charge (18% per annum).

**Financial Services Fees:** Financial Planning fees cover the development of financial plans or the analysis of specific financial variations or valuations these fees are \$125 per hour for James Zelek. Please note that the hourly fees may be waived and may be replaced by commissions and / or a percentage of assets as listed below.

**Investment Advisory fees:** Investment Advisory fees are determined by the total value of assets under management. Investment Advisory fees are charged in lieu of commission. The client will still be responsible for ticket transaction fees charged by the Clearing Firm. For the purpose of Investment Advisory fees in lieu of commission, commissions are defined as any upfront fee paid by the sponsor on class A (Front Load) Mutual Fund or Front End- Back End fees on any stock, bond, option or warrant transaction.

Assets totaling                      0-149,999 = 1.5% per year  
   150,000 – 499,999 = 1% per year  
   500,000 – And up = .50% per year

Fees are to be paid quarterly per annum in advance.

In lieu of fees we may accept payments of Investment Advisory fee by commission.

Upon agreement, fees and commissions may be used simultaneously.

**Fee Schedule selected:**

\_\_\_\_\_ Percentage of assets

\_\_\_\_\_ Commissions

\_\_\_\_\_ Percentage and Commissions – specify percentage \_\_\_\_\_%

**Commissions:** We may receive a commission from our investment company as determined by the company's schedules.

This information is provided to you in the prospectus you receive.

**Contract Specific:**

**Client Service Commitment**

We are committed to providing our clients with exceptional service, accurate information and to provide knowledgeable staff to handle their inquiries. In doing so, we strive to exceed our client's expectations with each interaction with our organization.

In the event that a dispute exists over fees charged by Zelek & Associates, we agree to mutually resolve the dispute prior to collection attempts. If collection is required and the client is found liable for the fees the client will also be responsible for collection costs and attorney's fees.

If the terms and conditions of this agreement meet your approval; please sign one copy and return it to us, retain the second copy for your records. Please feel free to consult with me directly with any questions that you may have regarding this agreement of any of the details contained herein.

Sincerely,

James W. Zelek, President

**Confirmation that the above agreement is accepted:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature & Effective Date of Agreement

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature & Effective Date of Agreement