Peyton's Private vs Public: Quick-Start Checklist created for EstateTrustPrivateBank.com

A practical, print-friendly starter to help you begin operating with clear boundaries between private agreements and public compliance. Educational only — not legal or tax advice.

---

0) Quick compare — “What goes where?”

Private (contractual / consent-based)

☐ Written offers & acceptances (scope, price, timelines, deliverables)

☐ NDAs, service agreements, arbitration/mediation clauses

☐ Trusts, joint-venture agreements, private membership associations

☐ Invoices, receipts, promissory notes between consenting parties

☐ Internal policies, handbooks, SOPs, pricing schedules

☐ Private records and ledgers you control (with backups)

Public (statutory / regulatory / compliance)

☐ Business registrations (LLC, Corp, DBA), EINs

☐ Local/state/federal licensing & permits

☐ Taxes, payroll, information reporting, consumer laws

☐ Public advertising claims & disclosures, affiliate disclosures

☐ Banking KYC/AML, data-privacy, accessibility requirements

> Rule of thumb: If a third-party regulator or the general public must rely on it, treat it as **public**. If it governs a voluntary relationship between specific parties, treat it as **private** (while staying within the law).

---

1) Before you start — mindset & boundary lines

☐ Choose a clear **operating name set** (personal name, entity name, and/or trust name) and keep each in its lane.

☐ Decide what you will **publish publicly** (website copy, terms, pricing ranges) vs. what you will keep **private by request** (custom quotes, negotiated terms).

☐ Create a short **position statement**: "We operate by written agreements, clear scopes, and private dispute resolution (mediation → arbitration). We comply with all applicable laws and consumer protections."

---

2) Build your "Private Ops Kit" (files you can reuse)

☐ **Private Offer Template** (statement of work + price + timelines + acceptance block)

☐ **Service Agreement** (IP, warranties, limitations, change orders, termination)

☐ **NDA / Confidentiality** (mutual, 1–3 years, remedies)

☐ **Membership / JV Agreement** (if relevant)

☐ **Invoice & Receipt** (numbered, with payment terms & late-fee policy)

☐ **Notice of Dispute → Mediation → Arbitration** workflow (one-page policy + notices)

☐ **Privacy Notice (Plain-English)** for clients sharing data privately

☐ **Recordkeeping SOP** (how you name, store, and back up files)

> Keep PDF + editable versions. Store in a "/00_Starter_Kit" folder you clone for every engagement.

---

3) Identity & communications separation

☐ Dedicated **email** for private contracting (e.g., contracts@…)

☐ Dedicated **mailing address** (registered agent/CMRA if needed)

☐ **Calendaring link** for private consults (with consent language)

☐ **Public site** with compliant disclosures (ToS, Privacy, Affiliate)

☐ **Private portal or shared drive** for proposals, signed docs, invoices

Signature blocks (use consistently)

☐ **For an entity/trust:**
By: [Name], Authorized Representative for [Entity/Trust]
[Email] · [Date]

☐ **For yourself (solo):**
[Name], Consultant
[Email] · [Date]

---

4) Offer → Agreement → Payment (the private flow)

☐ **Discovery note**: Write 3–5 bullets confirming the problem, desired outcome, constraints.

☐ **Written Offer / SOW**: Scope, timeline, deliverables, exclusions, price, payment schedule.

☐ **Acceptance**: Client signs the service agreement referencing the SOW.

☐ **Invoice**: Numbered; shows due date, methods, refund/cancellation policy.

☐ **Receipt**: Issued on payment; log it in your ledger.

☐ **Change orders**: Any mid-project change is a written addendum.

---

5) Dispute-prevention & resolution

☐ **Clear expectations** in the SOW (done-means-done criteria, revision limits)

☐ **Milestones** with partial payments

☐ **Feedback cadences** (weekly check-ins on calendar)

☐ **Private dispute path**: Notice → negotiate → mediation → binding arbitration

☐ **Venue & governing law** chosen and written

---

6) Public-side hygiene (so private stays protected)

☐ Form an **LLC/Corp** (if appropriate) and keep it in good standing

☐ Keep a **separate bank account** and clean books (no commingling)

☐ **Affiliate disclosure** and **advertising compliance** on your site

☐ Honor **consumer protection** norms (clear refund/cancel terms)

☐ Respect **IP and data privacy** laws; use only client data provided with consent

---

7) Records & evidence (if it isn't saved, it didn't happen)

☐ Central **Engagement Folder** with subfolders:
/01_Intake /02_Offer_SOW /03_Agreement /04_Invoices /05_Deliverables /06_Change_Orders /07_Communications /08_Closeout

☐ Keep **versioned PDFs** of signed docs and a **running ledger** (income, expenses, deposits, withdrawals)

☐ Save **meeting notes** and **call summaries** (who/what/when/next steps)

☐ Backups to **two locations** (e.g., cloud + external drive)

---

8) Weekly ops rhythm (60–90 minutes)

☐ Inbox zero for contracts@…

☐ Reconcile **payments & receipts**; update ledger

☐ Review **active agreements** and upcoming milestones

☐ Draft **change orders** or **renewals** where needed

☐ Export **audit packet** (last 7–14 days) to your archive drive

---

9) First 14-day action plan

Day 1–2

☐ Write your position statement & choose your name set

☐ Create folder structure & backups

Day 3–5

☐ Draft your Private Offer, Service Agreement, NDA (fill in blanks below)

☐ Build invoice & receipt templates; set numbering scheme

Day 6–9

☐ Put disclosures on your website (ToS, Privacy, Affiliate)

☐ Set up contracts@… mailbox, calendaring link, and a private client portal

Day 10–14

☐ Run a **mock engagement** end-to-end (offer → sign → invoice → receipt → deliverable → closeout)

☐ Fix friction points; ship V1.0 of your Private Ops Kit

---

10) Fill-in-the-blank mini-templates

A) Private Offer / SOW Header

Project: [Title]
Client: [Client legal name]
Deliverables: [Bulleted list]
Timeline: [Dates/milestones]
Price & terms: [$X, schedule, late fees, refunds/cancel window]
Reference Agreement: This SOW is governed by the Service Agreement dated [date].

B) Acceptance Block

Accepted by: ___
Name/Title: __
Date: ____

C) Confidentiality (short clause)

Both parties shall keep non-public information shared under this engagement confidential and use it solely to perform under the agreement, subject to lawful disclosures.

D) Dispute Resolution (short clause)

Any dispute will first be addressed in good-faith negotiation, then mediation within 30 days, and if unresolved, binding arbitration in [County/State] under [Rules]. Judgment may be entered on the award.

E) Signature Blocks

Entity/Trust:
By: [Name], Authorized Representative for [Entity/Trust]
Date: [Date]

Individual:
[Name]
Date: [Date]

---

11) Do / Don’t

Do

☐ Put everything material **in writing** and get signatures

☐ Keep **separate** public marketing and private contracting channels

☐ Reconcile payments weekly and archive records

Don’t

☐ Don’t make **public promises** you won’t or can’t deliver privately

☐ Don’t commingle funds or skip receipts

☐ Don’t rely on memory — save the trail

Final note

This checklist is an operational starting point. Laws vary by jurisdiction and change over time. Consult a qualified attorney and tax professional for your specific situation.