

# Griswold Law Firm

4413 Spicewood Springs Road, Suite 304  
Austin, Texas 78759  
Phone: (512) 575-5816

## Flat Fee Attorney-Client Agreement – Estate Planning (Will-Based)

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This Attorney-Client Flat-Fee Agreement ("Agreement") is entered into by and between Timothy A. Griswold, Esq. ("Attorney") and \_\_\_\_\_ (and, if applicable, \_\_\_\_\_) (collectively, the "Client" or "Clients") for legal representation related to estate planning services.

### 1. Scope of Representation

Attorney agrees to provide estate planning services for Clients, which may include the preparation of the following documents, depending on the options selected by Clients at the outset of representation:

- Last Will and Testament for each Client
- Statutory Durable Powers of Attorney (financial) for each Client
- Medical Powers of Attorney and Advance Directives for each Client
- HIPAA Authorizations for each Client
- Final Disposition Instructions (burial/cremation)
- Transfer on Death Deeds ("TODDs"), if applicable

Clients may elect to include only Wills or include additional estate planning documents and/or TODDs as part of their estate plan.

TODDs involve property-specific drafting and, if selected, may also include filing with the appropriate county. Clients are responsible for providing accurate legal descriptions and property information.

This representation does not include litigation, tax planning, or complex property transfers unless separately agreed in writing. Only the services selected in the Service Selection and Fee Summary are included in the scope of representation.

### 2. Joint Representation and Conflict Acknowledgment (If Applicable)

If more than one Client is represented under this Agreement, Clients acknowledge that Attorney represents them jointly and that information shared by either Client may be relevant to the representation of both. No communication will be considered confidential from the other Client. If a conflict arises that prevents continued joint representation, Attorney may be required to withdraw from representing one or both Clients.

### 3. Flat Fee and Payment

Clients agree to a flat fee for estate planning services based on the services selected in the Service Selection and Fee Summary.

The agreed flat fee is due in full before drafting begins. The fee is earned upon receipt and will not

be placed in a trust or IOLTA account.

If Attorney has not begun work at the time of termination, any unearned portion of the fee will be refunded as required by the Texas Disciplinary Rules of Professional Conduct. Once work has begun, the fee is considered earned in light of the nature of the flat-fee arrangement.

## **Service Selection and Fee Summary**

The Clients have selected the following services as part of this representation:

### **Wills (Select One):**

- Individual Will – \$650
- Wills for Couple – \$995

### **Additional Estate Planning Documents (Per Person):**

Complete Client 2 section only if two Clients are represented.

#### **Client 1:**

- Durable Power of Attorney – \$125
- Medical Power of Attorney & Advance Directive – \$125
- HIPAA Authorization – \$50
- Final Disposition Instructions – \$50
- Bundle (All Above) – \$225

#### **Client 2:**

- Durable Power of Attorney – \$125
- Medical Power of Attorney & Advance Directive – \$125
- HIPAA Authorization – \$50
- Final Disposition Instructions – \$50
- Bundle (All Above) – \$225

### **Transfer on Death Deeds (TODDs):**

Number of deeds: \_\_\_\_\_

- Drafting only – \$250 per deed
- Drafting and filing – \$500 per deed
  
- Additional deed discount (20% applied to each deed beyond the first)

### **Notarization / Execution Services:**

- Notarization / witness coordination – \$350

**Total Flat Fee: \$ \_\_\_\_\_**

This total reflects all services selected above and constitutes the agreed flat fee for this representation.

#### **4. Client Responsibilities**

Clients agree to:

- Provide accurate and complete financial information
- Return requested documents in a timely manner
- Communicate openly and honestly with Attorney

Delays in providing requested information may delay completion of the estate planning documents.

#### **5. Document Delivery and Copies**

Clients will receive final documents for signing and will retain the originals. Attorney may maintain an electronic copy of the signed estate planning package in the client file, if desired. Duplicate copies may be provided upon request and may be marked as “copy.”

#### **6. Confidentiality**

Attorney will maintain confidentiality in accordance with Texas law and applicable professional rules; however, communications between Clients are not confidential from one another in a joint representation.

#### **7. Termination**

If Clients terminate after Attorney has begun work, the flat fee will be considered earned in light of the nature of this flat-fee arrangement.

#### **8. No Guarantee**

Attorney will use best efforts to draft documents that reflect Clients’ goals and comply with Texas law but makes no guarantee as to legal outcomes, tax consequences, or future enforceability.

#### **9. No Tax Advice**

Attorney is not providing tax advice under this Agreement. Clients are encouraged to consult with a CPA or qualified tax advisor regarding potential tax implications..

#### **10. Entire Agreement**

This Agreement contains the entire understanding between the parties, supersedes all prior agreements, and shall be governed by the laws of Texas. Any modifications must be in writing and signed by both parties.

**11. Binding Contract / Governing Law / Venue**

Clients and Griswold Law Firm agree that this is legally binding and enforceable contract. All parties agree that the terms of the contract are to be construed in accordance with Texas law. All parties also agree that any litigation between the parties to this agreement shall be filed in Travis County, Texas.

**12. Severability**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. Digital Signatures and Delivery Consent**

Electronic signatures and emailed copies of this Agreement shall be deemed valid and enforceable as originals.

**14. Effective Date**

This Agreement governs all legal services performed by Attorney on behalf of Clients commencing on the date Attorney first performs services.

**ACKNOWLEDGEMENT AND EXECUTION**

**The parties acknowledge that they have read and understood all terms and conditions set forth in this Agreement and agree to be bound by them as of the date the Attorney first provided legal services under its scope.** If more than one Client signs below, each Client agrees to be jointly and severally responsible for all obligations arising under this Agreement. Each Client shall receive a fully executed copy of this Agreement for their records.

If only one Client is represented, only one signature is required.

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

\_\_\_\_\_  
Client 1 Name:

Address:

Email:

Telephone:

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

\_\_\_\_\_  
Client 2 Name:

Address:

Email:

Telephone:

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

\_\_\_\_\_  
Timothy A. Griswold, Esq.

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