

Griswold Law Firm

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

Flat Fee Attorney-Client Agreement - Postnuptial Agreement Review

This Attorney-Client Flat-Fee Agreement (“Agreement”) is entered into by and between Timothy A. Griswold, Esq. (“Attorney”) and _____ (“Client”) for legal representation in the matter described below.

1. Scope of Representation and Service Selection

Attorney agrees to provide legal services limited to the review and, if selected below, revision, negotiation, coordination, or finalization support concerning a proposed Texas marital property agreement or related agreement that Client has received from Client’s spouse, Client’s spouse’s attorney, or another drafter.

The proposed agreement may be titled or presented as a postmarital agreement, postnuptial agreement, partition or exchange agreement, agreement concerning income from separate property, agreement to convert separate property to community property, separation-style agreement, or another related marital-property agreement. The draft may also contain provisions commonly associated with more than one type of agreement.

Attorney’s role is to advise Client regarding the legal effect, risks, omissions, enforceability concerns, and practical consequences of the proposed agreement as presented, regardless of the title or caption used by the drafter. Attorney may identify how particular provisions appear to function, but Attorney is not engaged under this Agreement to prepare an entirely new agreement from scratch unless that additional work is separately agreed in writing.

The legal title, caption, or structure used by the drafter does not, by itself, determine the fee. The fee is based on the scope of work selected below, the complexity of the provisions under review, the property and debt issues involved, the level of review required, the number of included revision or redline rounds, the amount of negotiation or coordination required, and whether the draft effectively requires substantial redrafting or preparation of a different agreement. Client shall select one primary service option below by checking the appropriate box and initialing the selection.

Postnuptial Agreement Review and Revision Packages

The following packages are intended for representation of one spouse only in connection with reviewing or revising an agreement prepared by someone else. The packages assume that Client provides a complete copy of the proposed agreement, all schedules and exhibits, and reasonably organized supporting information.

These packages do not include preparation of an entirely new agreement from scratch, substantial tracing, valuation work, tax analysis, business-entity review, foreign-law analysis, creditor-risk planning, court filings, title searches, lender negotiations, or preparation of separate transfer documents unless separately agreed in writing.

☐ **Review Only — \$750**

Best suited for review of a proposed agreement where no redline, negotiation, or formal revision is requested.

Includes review of the proposed agreement, consultation with Client to explain key provisions, identification of significant legal or practical concerns, and discussion of possible next steps.

No redline, negotiation, communication with the other spouse or counsel, finalization support, execution guidance, or ancillary documents are included unless separately agreed in writing.

Client Initials: _____

☐ **Review + One Revision — \$1,250**

Includes everything in the Review Only tier, plus one consolidated revision round.

A consolidated revision round includes Attorney's review of Client's concerns and requested changes, discussion with Client as reasonably necessary, and preparation of one redline, comment draft, response, or proposed set of revisions to the proposed agreement.

This tier includes limited coordination concerning delivery or explanation of the proposed revisions. It does not include additional revisions, negotiation beyond the included coordination, review of later drafts, or final execution coordination unless separately agreed in writing.

Client Initials: _____

☐ **Comprehensive Review, Revision, and Negotiation — Starting at \$1,800**

Agreed Flat Fee: \$ _____

Includes review of the proposed agreement, strategic consultation, substantial revisions or redrafting of provisions within the existing draft, negotiation or communication with the other spouse or the other spouse's attorney within the agreed scope, and finalization support if included in the selected scope.

This tier does not include preparation of an entirely new agreement from scratch, separate transfer documents, deeds, court filings, tax advice, valuation work, or post-execution amendments unless separately agreed in writing.

Final fee depends on the complexity of the proposed agreement, the number of issues involved, and the anticipated level of revision, negotiation, and coordination.

Client Initials: _____

Custom-Scope Review / Substantial Redraft

☐ Custom-Scope Review / Substantial Redraft — Custom Flat Fee

Agreed Flat Fee: \$ _____

Used when the proposed agreement contains significant legal, structural, factual, or drafting problems that cannot reasonably be addressed through ordinary review or one redline, such as substantial community property, multiple real properties, business interests, mixed or disputed property character, broad future-income provisions, creditor or liability concerns, foreign property, trusts or inheritance issues, conversion provisions, separation-style provisions, or a draft that may need to be substantially rewritten. If Attorney determines that the matter requires preparation of a new agreement rather than review or revision of the proposed agreement, Attorney will discuss the recommended change in scope with Client before performing that work.

Included scope:

☐ Review and consultation only

☐ Review + one consolidated redline

☐ Review + two consolidated redlines

☐ Negotiation / coordination included

☐ Other: _____

Client Initials: _____

Total Flat Fee Selected

Primary review package or custom-scope fee: \$ _____

Less consultation credit, if applicable: \$ _____

Total flat fee due before review or revision begins: \$ _____

General Revision and Communication Terms

All selected service tiers include a general explanation of key terms and the opportunity to ask reasonable questions related to the proposed agreement.

A “revision round” means one consolidated set of requested changes submitted at one time after a complete review of the proposed agreement. Piecemeal comments, ongoing edits, or successive sets of changes may be treated as additional revision rounds.

Any input from the other spouse for purposes of revisions should be provided in a single, consolidated communication. If the other spouse is represented by counsel, proposed revisions must come directly from that attorney rather than being relayed through Client.

Attorney will not implement revisions conveyed through Client from a third-party attorney. If the other spouse is represented, all proposed revisions must be communicated directly by that attorney.

Additional revisions, review of later drafts, negotiations, coordination, or communications beyond those included in the selected service tier are not included in the flat fee and may require an additional flat fee or hourly billing at Attorney’s then-current hourly rate.

Agreement to Hire Attorney

Attorney will determine in good faith whether requested work falls within the selected scope or requires a revised fee agreement.

Services Not Included Unless Separately Agreed

This representation does not include preparation of an entirely new agreement from scratch, court appearances, litigation, divorce filings, child custody, child possession, child support, SAPCR proceedings, tax advice, valuation work, forensic tracing, business valuation, foreign-law advice, title searches, lender negotiations, preparation of deeds or transfer documents, or post-execution amendments unless separately agreed in writing.

Initial Consultation Scope

Any initial consultation included in this Agreement is intended for general discussion of goals, process, and high-level legal considerations. Detailed line-by-line review of a proposed agreement, preparation of a redline, or negotiation strategy is not included in the consultation unless Client has selected and paid for a review or revision service under this Agreement.

2. Flat Fee and Payment

Client agrees to pay the flat fee corresponding to the selected service level above. The selected flat fee is due in full before Attorney begins review or revision work unless Attorney agrees otherwise in writing. If Client paid a \$350 consultation fee, that amount will be credited toward the selected flat fee.

This is a flat-fee representation for the selected review, revision, negotiation, or coordination services, not an hourly representation unless the scope is later changed in writing. The fee is earned as the selected services are performed and deliverables are completed.

For a Review Only package, the flat fee is earned when Attorney completes review of the proposed agreement and conducts the review consultation with Client or otherwise provides the selected written comments, substantive advice, or explanation within the selected scope.

For a package that includes a revision round, the revision component is earned when Attorney reviews Client's concerns or requested changes, discusses them with Client as reasonably necessary, and prepares a redline, comment draft, written response, or proposed revisions. Negotiation, coordination, review of later drafts, and finalization support are earned as those services are performed, if included in the selected scope.

If representation is terminated before Attorney has substantially performed a selected service or deliverable, Attorney will refund any unearned portion as required by applicable professional rules. No refund is owed for completed reviews, consultations, revisions, redlines, negotiations, coordination, or other services already performed. Fees for work outside the selected scope are due before that additional work begins unless Attorney agrees otherwise in writing.

3. Client Cooperation

Client agrees to:

- Provide a complete copy of the proposed agreement, including all exhibits, schedules, attachments, and prior drafts;

- Provide accurate and complete information regarding property, debts, income, businesses, trusts, inheritances, and other matters relevant to the proposed agreement;
- Identify any existing premarital, postmarital, partition, conversion, separation, trust, deed, business, or estate-planning documents that may affect the agreement;
- Provide financial disclosures, lists of assets and debts, and related communications when requested;
- Return requested documents in a timely manner; and
- Communicate openly and honestly with Attorney.

Client understands that delays or incomplete information may delay review or completion of the matter and may affect the reliability of Attorney's advice or proposed revisions.

4. Representation of Client Only

Client understands that Attorney represents Client only. Attorney will not represent Client's spouse and will not provide legal advice to Client's spouse.

If Attorney communicates with Client's spouse or Client's spouse's attorney, those communications are for the purpose of representing Client within the selected scope and do not create an attorney-client relationship with Client's spouse.

5. Independent Counsel for Spouse

Client understands that, for enforceability and fairness, it is strongly recommended that Client's spouse obtain independent legal counsel before signing any postnuptial, partition, conversion, or separation agreement. Independent counsel is not always a strict statutory requirement, but separate representation can help show that each spouse understood the agreement, had the opportunity to receive independent advice, and signed voluntarily.

6. Disclosure and Voluntariness

Client understands that enforceability of a marital property agreement may depend on facts and circumstances beyond Attorney's control, including voluntary execution, fair and reasonable disclosure of property and financial obligations, any written waiver of further disclosure, the time available for review, the opportunity for independent legal advice, the accuracy and completeness of financial schedules, and the conduct of both spouses.

Attorney may identify disclosure concerns or recommend additional disclosure, revisions, or a separate waiver of further disclosure. Client remains responsible for providing accurate and complete information to Attorney and for deciding whether to proceed with the agreement after receiving Attorney's advice.

7. Limitations of Review

Attorney's review is based on the documents and information provided by Client. Attorney is not responsible for independently verifying the existence, value, title, tax treatment, or characterization of every asset or debt unless separately agreed in writing.

Attorney does not perform forensic tracing, business valuation, real-property appraisal, tax analysis, title review, lender communication, foreign-law analysis, or accounting work as part of the selected flat fee. Attorney may recommend that Client consult a CPA, tax attorney, financial advisor, valuation professional, title company, foreign attorney, or other specialist when appropriate.

8. Creditor, Lender, and Third-Party Limitations

Client understands that a private agreement between spouses may allocate property or debt responsibility between spouses, but it does not necessarily release either spouse from liability to a creditor, lender, taxing authority, guaranty, mortgage, or other third-party obligation. A marital property agreement may not be used to defraud or prejudice preexisting creditors.

9. Child-Related Matters

Client understands that a postnuptial or marital property agreement does not determine child custody, possession, access, or child support. This representation does not include a suit affecting the parent-child relationship or any child-related court order unless separately agreed in writing.

10. No Guarantee of Enforceability or Outcome

Attorney will use best efforts to identify legal and practical concerns and, if selected, draft revisions in accordance with Texas law. However, Attorney makes no guarantee that the agreement will be signed by the other spouse, accepted by opposing counsel, or upheld by a court in the future.

11. No Tax Advice

Client understands that Attorney is not providing tax advice and recommends consultation with a CPA, tax attorney, or other qualified tax advisor regarding any tax implications of the proposed agreement, including issues involving separate returns, joint returns, foreign property, gifts, business income, capital gains, or retirement accounts.

12. Confidentiality

Attorney will maintain the confidentiality of all communications and documents in accordance with Texas law and the Texas Disciplinary Rules of Professional Conduct.

13. Termination

Either party may terminate this Agreement upon written notice. If Client terminates the Agreement after Attorney has begun work, Attorney may retain the portion of the flat fee earned through services performed or deliverables completed and will refund any unearned portion as required by applicable professional rules.

14. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understandings. Any modifications must be in writing and signed by both parties.

15. Binding Contract

Client and Griswold Law Firm agree that this is a legally binding and enforceable contract. All parties agree that the terms of this 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.

16. Severability in Event of Partial Invalidity

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.

17. Modification of Subsequent Agreement

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

18. Effective Date

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

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 Attorney first provided legal services under its scope.

Dated: _____

Client Name:

Address:

Email:

Telephone:

Dated: _____

Timothy A. Griswold, Esq.

Address: 4413 Spicewood Springs Road, Suite 304

Austin, TX 78759

Telephone: (512) 575-5816