

# Griswold Law Firm

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## Flat Fee Attorney-Client Agreement - Prenuptial Agreement

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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

Attorney agrees to provide legal services limited to the preparation and, if applicable, negotiation of a prenuptial agreement under Texas law. Client shall select one of the following service levels by checking the appropriate box and initialing their choice below:

**Draft Only** – \$1,500

Includes an initial consultation, review of disclosures and intake materials, and preparation of a custom prenuptial agreement.

*No revisions or negotiation included.*

Client Initials: \_\_\_\_\_

**Draft + One Revision** – \$2,100

Includes everything in the Draft Only package, plus one round of revisions based on client feedback or opposing party input.

Also includes limited coordination with opposing counsel or unrepresented fiancé(e), as applicable.

Client Initials: \_\_\_\_\_

**Draft + Two Revisions + Execution Coordination** – \$2,800

Includes everything in the prior tiers, plus a second round of revisions, full coordination with opposing counsel or unrepresented fiancé(e), and guidance through execution of the agreement.

Client Initials: \_\_\_\_\_

All service tiers include a general explanation of key terms and the opportunity to ask reasonable questions related to the Agreement. Questions that involve substantive feedback, proposed changes, or requests for analysis must be included as part of a consolidated revision round, as defined in this Agreement.

Any input from the opposing party for purposes of revisions must be provided in a single,  
Agreement to Hire Attorney

consolidated communication directly from opposing counsel (or from the opposing party, if unrepresented).

Each revision tier includes one consolidated round of revisions. Any revisions beyond those included in the highest service tier will be billed at Attorney's standard hourly rate of \$350 per hour.

Revisions must be based on a complete review of the draft agreement. Requests submitted incrementally, or without a full review of the document, may be deferred or treated as additional revisions.

Attorney will not implement revisions conveyed through the Client from a third-party attorney. If the opposing party is represented, all proposed revisions must be communicated directly by that attorney. Attorney will determine in good faith whether requested changes constitute a revision round under this Agreement.

If the scope of work expands materially due to changes in Client objectives, complexity of negotiations, or involvement of opposing counsel, Attorney reserves the right to adjust the fee or transition the representation to an hourly arrangement upon notice to Client.

This representation does not include court appearances, litigation, or post-marriage amendments to the agreement unless otherwise 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. While Attorney may review portions of any existing draft agreement during the consultation, detailed, line-by-line analysis or substantive revision work is not included in the consultation and will be performed as part of the drafting or review services under this Agreement.

## **2. Flat Fee and Payment**

Client agrees to pay a flat fee corresponding to the selected service level above. This fee is due in full upon execution of this Agreement. The flat fee is deemed earned upon receipt and is not refundable except as required by law or if Attorney chooses to withdraw before beginning work.

## **3. Client Cooperation**

Client agrees to:

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

Client understands that delays in providing information may delay drafting or completion of the agreement.

## **4. Independent Counsel for Fiancé(e)**

Client understands that for enforceability, it is strongly recommended that the fiancé(e) obtain independent legal counsel. Attorney will not represent both parties.

## **5. Confidentiality**

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

## **6. Termination**

Either party may terminate this agreement upon written notice. If the Client terminates the agreement after Attorney has begun work, Attorney may retain the full flat fee to the extent earned.

## **7. No Guarantee of Enforceability**

Attorney will use best efforts to draft a prenuptial agreement in accordance with Texas law. However, enforceability depends on multiple legal factors, including full disclosure, voluntariness, and separate legal counsel. Attorney makes no guarantee as to future enforceability of the agreement by a court.

## **8. No Tax Advice**

Client understands that Attorney is not providing tax advice and recommends consultation with a CPA or tax advisor regarding any tax implications of the prenuptial agreement.

## **9. 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.

## **10. Binding Contract**

Client 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.

## **11. 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.

## **12. 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.

## **13. 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 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.

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

\_\_\_\_\_  
Name:

Address:

Email:

Telephone:

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

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