Griswold Law Firm

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

Flat Fee Attorney-Client Agreement – Individual Will Packet

This Attorney-Client Flat-Fee Agreement ("Agreement") is entered into by and between **Timothy A. Griswold, Esq.** ("Attorney") and _____ ("Client") for legal representation related to estate planning services.

1. Scope of Representation

Attorney agrees to provide estate planning services limited to the drafting of the following documents:

- Last Will and Testament for Individual Client;
- Statutory Durable Power of Attorney;
- Medical Power of Attorney and Advanced Directive;
- HIPAA Authorization;
- Final Disposition Instructions (burial/cremation)
- Coordinated Guardian Designations for minor children (if applicable)

This representation does not include litigation, tax planning, or property transfers unless separately agreed in writing.

2. Flat Fee and Payment

Client agrees to pay a **flat fee of $650**, which includes all consultations, drafting, and guidance regarding execution. The flat fee covers drafting a standard individual will with straightforward dispositive provisions. Substantial restructuring of the dispositive scheme, including but not limited to percentage-based distributions, charitable allocation provisions, complex survivorship or reallocation mechanisms, or redesign of the estate plan after drafting has begun, constitutes new work requiring a separate agreement and additional fee.

- The flat fee is **due in full before drafting begins**.
- It includes **one round of revisions** after the first draft (within the scope of the client's originally-stated intentions).
- Deed preparation, notarization, or trust-funding work are not included.

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. Accordingly, the flat fee described above will not be placed in a trust or IOLTA account. This fee is not contingent on the outcome of any matter and is based on a fixed-scope engagement. Any unearned portion of the fee may be refunded in accordance with Rule 1.15 of the Texas Disciplinary Rules of Professional Conduct.

3. Deeds / Notarization

If Client requests assistance with transferring real estate into the trust, Attorney will prepare and record deeds for a flat rate of **$500 per property**, limited to properties located in Texas or California. For properties in other states, Client must engage a local attorney or title professional. Notarization or witness-arranging services will be billed at **$350 per hour**, if requested.

4. Client Responsibilities

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.

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

7. 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.

8. No Guarantee

Attorney will use best efforts to draft documents that reflect Client's 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 other qualified tax advisor if tax implications are a concern.

10. 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.

11. Binding Contract / Governing Law / Venue

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.

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 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.

Dated:_____ _____

Client Name:

Address:

Email:

Telephone:

Dated:_____ _____

Timothy A. Griswold, Esq.

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Austin, TX 78759

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