

Griswold Law Firm

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

Flat Fee Attorney-Client Agreement – Trusts (Couple)

This Attorney-Client Flat-Fee Agreement ("Agreement") is entered into by and between **Timothy A. Griswold, Esq.** ("Attorney") and _____ ("Client 1") and _____ ("Client 2") (together "Clients") 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:

- Pour-over reciprocal wills
- Two-settlor revocable living trust
- Statutory Durable Power of Attorney (financial)
- Medical Power of Attorney
- HIPAA Authorization
- Advance Directive (Living Will)
- Assignment of Personal Property
- Final Disposition Instructions (burial/cremation)

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

2. Joint Representation and Conflict Acknowledgment

Clients acknowledge that Attorney represents both spouses jointly and that information shared by either Client may be relevant to both parties. 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 pay a **flat fee of \$2,250**, which includes all consultations, drafting, and guidance through execution. This flat fee is **due in full before drafting begins**, and includes one round of revisions after the first draft.

- Deed preparation, notarizations, or trust funding work is 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.

4. Trust Funding / Deeds / Notarization

If Clients request 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 and California**. For properties in other states, Clients are responsible for working with a local attorney or title professional. Notarization services and arranging witnesses will be provided at \$350 per hour, if desired.

5. 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.

6. Document Delivery and Copies

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

7. Confidentiality

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

8. 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.

9. 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.

10. 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.

11. Entire Agreement / Governing Law / Venue

This Agreement contains the entire understanding between the parties and supersedes all prior agreements. It shall be governed by the laws of Texas, and any disputes shall be resolved in the courts of 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

The parties agree that 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. 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: _____

Timothy A. Griswold, Esq.

Address: 4413 Spicewood Springs Road, Suite 304
Austin, TX 78759

Telephone: (512) 575-5816

Dated: _____

Client 1:

Address:

Email:

Telephone: _____

Dated: _____

Client 2: _____

Address:

Email:

Telephone: