

Griswold Law Firm

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

Flat Fee Attorney-Client Agreement - Postnuptial Agreement

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 postmarital property agreement under Texas law. Postmarital agreements serve different legal purposes depending on their scope. Client shall select the applicable agreement type and service tier by checking the appropriate boxes and initialing below.

Property-Based Postmarital Agreements (Well-Settled)

☐ **Partition or Exchange Agreement (Simple)** — \$2,000

Used to divide or exchange existing community property between spouses and clarify ownership, management, and control going forward. This type of agreement may also confirm that income derived from separate property remains separate. It **does not** change how wages, salary, or income from personal labor are treated under Texas law.

Client Initials: _____

☐ **Partition or Exchange Agreement (Complex)** — \$3,000+

Used to divide multiple or high-value assets, or when tracing, title issues, business interests, or unequal contributions are involved. Scope determined based on facts.

Client Initials: _____

☐ **Agreement to Convert Separate Property to Community Property** — \$1,800

Preparation of an agreement to reclassify identified separate property as community property, typically for estate planning or trust integration purposes.

Client Initials: _____

Regime-Altering Postmarital Agreements (Broader / Higher Risk)

☐ **General Postmarital Agreement – Draft Only** — \$1,000

Agreement to Hire Attorney

Includes consultation, review of intake materials, and preparation of a custom postmarital agreement that may attempt to change how **future income from labor, new businesses, or future acquisitions** are characterized during the marriage. These agreements involve additional legal and tax considerations and may involve unsettled areas of Texas law. Such agreements are **not appropriate or advisable in all cases**. *In many cases, a Partition or Exchange Agreement is completed first, with any broader postmarital agreement addressed separately if appropriate.*

Client Initials: _____

☐ **General Postmarital Agreement – Draft + One Revision — \$1,500**

Includes everything in the Draft Only package, plus one round of revisions and limited coordination with the other party or counsel.

Client Initials: _____

☐ **General Postmarital Agreement – Draft + Two Revisions + Execution Coordination — \$1,800**

Includes two rounds of revisions, full coordination through execution, and guidance on signing logistics.

Client Initials: _____

Separation-Style Agreements

☐ **Separation Agreement (No SAPCR or Divorce Filing) — \$2,500–\$3,500**

Used when spouses wish to remain married but live separately or comprehensively restructure their financial relationship. These agreements may address property, debts, and future income issues but involve greater legal complexity and uncertainty.

Client Initials: _____

Each agreement includes a general explanation of key legal terms and the opportunity to ask questions throughout the process.

This representation does not include court appearances, litigation, child-related matters, or formal divorce filings unless separately agreed in writing.

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. If you paid a \$350 consultation fee, that amount should be subtracted from the fixed price above.

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 Spouse

Client understands that for enforceability, it is strongly recommended that the spouse 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 postnuptial 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 postnuptial 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

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.

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

