

Griswold Law Firm

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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 selected below, revision, negotiation, coordination, or execution guidance for a Texas postmarital property agreement.

Depending on Client’s goals, disclosures, property, debts, and financial circumstances, the final agreement may be structured as a postmarital property agreement, partition or exchange agreement, agreement concerning income from separate property, agreement to convert separate property to community property, separation-style agreement, or a combination of those agreements.

The legal title or structure of the final document does not, by itself, determine the fee. The fee is based on the scope of work selected below, the complexity of the property and debt issues, the level of drafting required, the number of included revision rounds, the amount of coordination required, and whether additional transfer or implementation documents are needed.

Client shall select one primary service option below by checking the appropriate box and initialing the selection.

Standard Postnuptial Drafting Packages

The following standard packages are intended for matters in which Client’s goals are reasonably clear, the relevant property and debts are reasonably identifiable, and Client provides organized intake materials and financial information.

Standard packages do **not** include substantial tracing, valuation work, tax analysis, business-entity review, foreign-law analysis, creditor-risk planning, court filings, or separate transfer documents unless separately agreed in writing.

☐ Draft Only — \$1,500

Includes an initial consultation or consultation credit, review of Client’s completed intake materials and organized financial information, evaluation of the appropriate legal structure, and preparation and delivery of one customized initial draft agreement.

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

Client Initials: _____

☐ **Draft + One Revision — \$2,100**

Includes everything in the Draft Only package, plus one consolidated revision round.

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

This package also includes limited coordination concerning delivery or explanation of the revisions.

Client Initials: _____

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

Includes everything in the Draft Only package, plus up to two consolidated revision rounds.

This package also includes reasonable coordination with the other spouse or the other spouse's attorney through finalization and general guidance concerning signing and execution logistics.

This package does not include separate transfer documents, deeds, assignments, court filings, or other ancillary documents unless separately selected below or agreed in writing.

Client Initials: _____

Custom-Scope or Specialized Drafting

The following options apply when the matter requires a customized scope or does not fit neatly within the standard drafting packages. The agreed flat fee and included revision or coordination scope must be confirmed before work begins.

☐ **Complex or Hybrid Postnuptial Agreement — Custom Flat Fee**

Agreed Flat Fee: \$ _____

Typical Range: **\$3,000–\$4,500+**

This option applies when the matter requires more than ordinary drafting. Examples may include substantial existing community property, multiple real properties, business interests, mixed or disputed property character, tracing issues, broad future-income or future-acquisition provisions, creditor or liability concerns, foreign property, trusts or inheritance issues, separation-style provisions, or a combination of partition/exchange and conversion provisions.

Included scope:

- ☐ Initial draft only
- ☐ Initial draft + one revision
- ☐ Initial draft + two revisions
- ☐ Execution coordination included
- ☐ Other: _____

Client Initials: _____

☐ **Limited Conversion Agreement — Starting at \$1,500**

Agreed Flat Fee: \$ _____

This option is used to convert specifically identified separate property into community property.

Property to be addressed:

The base fee applies to preparation of the conversion agreement only. It does not include deeds, assignments, recording, title review, lender communication, entity documents, or other transfer or implementation documents unless separately selected below or agreed in writing.

Client understands that conversion agreements may affect creditor exposure, management rights, and ownership rights on divorce or death. Additional statutory warning language may be included in the conversion agreement itself when required.

Included scope:

- ☐ Initial draft only
- ☐ Initial draft + one revision
- ☐ Execution coordination included
- ☐ Other: _____

Client Initials: _____

☐ **Separation Agreement — Starting at \$3,500**

Agreed Flat Fee: \$ _____

This option is used when spouses wish to remain married but live separately or restructure their financial relationship. Depending on the agreed scope, the agreement may address property, debts, support, taxes, insurance, household expenses, and financial responsibilities between the spouses.

This service does not include divorce filings, court appearances, contested litigation, custody, possession, child support, or a suit affecting the parent-child relationship unless separately agreed in writing. If child-related terms are needed, a separate court proceeding may be necessary.

Included scope:

- ☐ Initial draft only
- ☐ Initial draft + one revision
- ☐ Initial draft + two revisions
- ☐ Execution coordination included
- ☐ Other: _____

Client Initials: _____

Optional Ancillary Documents

The following documents are not included unless specifically selected below or separately agreed in writing.

☐ **Real Property Deed or Transfer Document**

Fee: \$500 for the first deed or transfer document; \$400 for each additional deed or transfer document recorded in the same county, plus recording fees.

Number of documents: _____

County or counties involved: _____

This service may include preparation of a deed or transfer document related to the agreement and, if applicable, submission for recording. Attorney does not perform an independent title search unless separately agreed in writing.

Client Initials: _____

☐ **Other Ancillary Documents — Custom Fee**

Agreed Fee: \$ _____

May include assignments, promissory notes, deeds of trust, entity documents, beneficiary forms, account documents, or other implementation documents if specifically agreed in writing.

Description of ancillary documents:

`Client Initials: _____

Total Flat Fee Selected

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

Optional ancillary documents: \$ _____

Less consultation credit, if applicable: \$ _____

Total flat fee due before drafting 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 agreement.

A “revision round” means one consolidated set of requested changes submitted at one time after a complete review of the draft 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.

Revisions 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.

Attorney will determine in good faith whether requested changes fall within the selected scope or require a revised fee agreement.

Services Not Included Unless Separately Agreed

This representation does not include 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, 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 third-party draft, formal redline work, or negotiation strategy is not included in the consultation and will be handled under the applicable drafting or review service.

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 drafting begins 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 deliverables, not an hourly representation unless the scope is later changed in writing. The fee is earned as the selected deliverables are completed and as legal services within the selected scope are performed.

For a Draft Only package, the flat fee is earned when Attorney completes and delivers the initial draft agreement prepared according to Client's completed intake, supporting information, and initial discussions with Attorney.

For a package that includes revisions, a revision component is earned when Attorney reviews the requested changes, discusses them with Client as reasonably necessary, and prepares revisions, a redline, a response, or other advice concerning the requested changes. Coordination, finalization, and execution guidance are earned as those services are performed.

If representation is terminated before Attorney has substantially performed a selected deliverable, Attorney will refund any unearned portion as required by applicable professional rules. No refund is owed for completed deliverables or 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 accurate and complete financial information;
- Return requested documents in a timely manner;
- Provide organized schedules of property and debts when requested;
- Identify any existing premarital, postmarital, partition, conversion, separation, trust, deed, business, or estate-planning documents that may affect the agreement; and
- Communicate openly and honestly with Attorney.

Client understands that delays or incomplete information may delay drafting or completion of the agreement and may affect the reliability or enforceability of the agreement.

4. Independent Counsel for Spouse

Client understands that Attorney represents Client only. Attorney will not represent both spouses and will not provide legal advice to Client's 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 may help demonstrate voluntariness, understanding, and meaningful opportunity for legal advice.

5. Financial Disclosure and Waiver

Client understands that fair and reasonable disclosure of property and financial obligations is important to the enforceability of marital property agreements. Client agrees to provide Attorney with accurate and complete information concerning Client's property, debts, income, obligations, and relevant financial circumstances.

If the parties intend to waive additional disclosure beyond the disclosures exchanged, Attorney may prepare or recommend a separate waiver of disclosure to be signed before the principal agreement. Attorney may decline to proceed or may require additional information if Attorney determines that the information provided is insufficient for the selected scope.

6. Creditor, Lender, and Third-Party Limitations

Client understands that a marital property agreement may allocate responsibility for property and debts between spouses, but it does not release either spouse from liability owed to a creditor, lender, taxing authority, or other third party. An agreement does not remove a spouse from a mortgage, loan, credit card, guaranty, tax obligation, or other third-party obligation unless the creditor or applicable law separately permits that result.

Client also understands that a partition, exchange, conversion, or other postmarital agreement cannot be used to defraud or prejudice preexisting creditors and may be void or ineffective as to creditor rights in some circumstances.

7. Special Acknowledgments for Conversion or Separation Matters

If Client selects a Limited Conversion Agreement, Client understands that the property being converted must be specifically identified and that the conversion may have significant effects during marriage and upon divorce or death, including possible exposure to the other spouse's liabilities, changes in management rights, and changes in ownership rights. A conversion agreement applies only to the property specifically identified in the agreement unless a later written agreement provides otherwise.

If Client selects a Separation Agreement, Client understands that Texas does not create a formal legal-separation status. A separation agreement may address certain financial and property issues between spouses who remain married, but it is not a divorce decree and does not create enforceable child custody, possession, or child support orders unless proper court proceedings and orders are separately pursued.

8. Confidentiality

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

9. 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 by completed deliverables and services performed and will refund any unearned portion as required by applicable professional rules.

10. No Guarantee of Enforceability

Attorney will use best efforts to draft the agreement in accordance with Texas law and the selected scope. However, enforceability depends on multiple legal and factual issues, including voluntariness, disclosure, timing, independent counsel, execution formalities, the content of the final agreement, later conduct of the parties, and future court determinations. Attorney makes no guarantee that any agreement will be upheld or enforced by a court.

11. No Tax, Valuation, Title, or Foreign-Law Advice

Attorney is not providing tax, accounting, valuation, investment, title, lending, business, bankruptcy, or foreign-law advice under this Agreement. Client is encouraged to consult a CPA, tax attorney, financial advisor, valuation professional, title company, lender, foreign attorney, or other appropriate professional regarding those issues if they are relevant to Client's circumstances.

12. Entire Agreement

This Agreement contains the entire agreement between Client and Attorney concerning this representation and supersedes all prior understandings regarding its subject matter. Any modification must be in writing and signed by both parties or otherwise confirmed in writing by Attorney.

13. Binding Contract / Governing Law / Venue

Client and Griswold Law Firm agree that this is a legally binding and enforceable contract. The terms of this Agreement are to be construed in accordance with Texas law. Any litigation between the parties to this Agreement shall be filed in Travis County, Texas.

14. 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.

15. Modification of Subsequent Agreement

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

16. 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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