

Griswold Law Firm

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Flat Fee Attorney-Client Agreement - Prenuptial 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 requested, negotiation of a prenuptial agreement (“Agreement”) under Texas law. **The scope of services will depend on the needs of the matter and the service level selected under Section 2 (Flat Fee and Payment).**

Depending on the tier selected, representation may include some or all of the following:

- A client intake consultation
- Review of financial disclosures provided
- Review of already-drafted prenuptial agreement with suggested revisions
- One or more rounds of revisions based on client feedback or negotiation
- General explanation of key terms
- Coordination with opposing counsel or unrepresented fiancé(e), if needed

This representation does not include court appearances, litigation, or post-marriage amendments to the agreement.

2. Flat Fee and Payment

Client agrees to retain Attorney to review and advise on a proposed premarital agreement for a **tiered flat fee**, based on the actual scope of services required:

1. **\$500** — For basic review of a well-drafted premarital agreement involving minimal revisions and a standard consultation. This includes limited correspondence with opposing counsel as needed.
2. **\$750** — For review and moderate revisions, along with explanation of key terms to the client, preparation of a redline draft, and customary coordination with the other party’s attorney.
3. **\$1,000** — For cases requiring extensive custom revisions, drafting of additional clauses, multiple rounds of communication, negotiation with the other party’s attorney, or explanation of more complex legal issues to the client.

An initial **nonrefundable flat fee of \$500** is due upon signing this agreement. If Attorney determines that the complexity or scope of work exceeds the basic review tier, Attorney will notify Client and request approval before proceeding to a higher tier. Any additional amount will be billed upon completion and must be paid prior to final delivery of the revised agreement.

Agreement to Hire Attorney

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: _____

Client Name:

Address:

Email:

Telephone:

Dated: _____

Timothy A. Griswold, Esq.

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