

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 an 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 scope of services required:

1. \$750 — Basic Review (No Revisions)

Includes review of a well-drafted premarital agreement and a consultation to explain key terms and identify issues. This tier does not include drafting revisions or negotiation with opposing counsel, other than minimal clarification if needed.

2. \$1,250 — Review + One Revision

Includes everything in the Basic Review tier, plus preparation of one consolidated set of revisions (redline) to the proposed premarital agreement based on Attorney’s review and Client input. This includes explanation of key terms and limited coordination with opposing counsel for purposes of delivering that revision.

This tier includes one consolidated round of revisions only. Any additional revisions, responses to opposing

counsel's counterproposals, or further negotiation will require selection of the next service tier.

3. \$1,800 — Review + Two Revisions / Negotiation

Includes everything in the prior tiers, plus drafting of new or modified provisions, up to two consolidated rounds of revisions, and negotiation with opposing counsel as needed.

Additional Terms

The flat fee for the selected service tier is due in full upon execution of this Agreement.

All service tiers include a general explanation of key terms and the opportunity to ask reasonable questions related to the Agreement. Substantive questions, comments, or requested changes must be included as part of a consolidated revision round, as defined in this Agreement.

Any input from the opposing party for purposes of revisions must be provided in a single, consolidated communication directly from opposing counsel (or from the opposing party, if unrepresented), to the extent practicable.

Each service tier includes the number of revision rounds specified in that tier. A "revision round" consists of one consolidated set of revisions submitted at one time following a complete review of the agreement. Revisions must be based on a complete review of the draft agreement. Requests submitted incrementally, or without a full review of the document, may be deferred or treated as additional revision rounds at Attorney's discretion.

Attorney will not implement revisions conveyed through Client from a third-party attorney. If the opposing party is represented, all proposed revisions must be communicated directly by that attorney. Attorney will determine in good faith whether requested changes constitute a revision round under this Agreement.

If the scope of work exceeds the services included in the highest service tier, including due to additional revisions, ongoing negotiation, or continued consultation requests, Attorney will notify Client and obtain approval before proceeding. Any such additional work will be billed at Attorney's standard hourly rate of \$350 per hour. Payment for additional work must be made prior to or contemporaneously with the performance of such services.

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

Agreement to Hire Attorney

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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