

Griswold Law Firm

4413 Spicewood Springs Road, Suite 304
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Flat Fee Attorney-Client Agreement - Postmarital 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 **review and, if applicable, revision or negotiation of a postmarital agreement** under Texas law. The specific scope of services will depend on the service tier selected below.

Depending on the complexity of the matter, representation may include:

- Initial client consultation
- Review of already-drafted postmarital agreement
- Review of financial disclosure materials
- Identification of problematic or one-sided provisions
- Explanation of legal consequences and enforceability risks
- One or more rounds of redlined revisions, if applicable
- Direct coordination with the other party or their attorney

This representation does not include drafting a new agreement from scratch, litigation, court appearances, or post-execution amendments.

2. Flat Fee and Payment

Client agrees to retain Attorney for a tiered flat fee, based on the actual scope of services required:

- **\$500** — For basic review of a well-drafted postmarital agreement with minimal revisions. Includes consultation and minor correspondence with the opposing party or their attorney.
- **\$750** — For moderate revisions, redline preparation, explanation of key terms, and direct coordination with opposing counsel.
- **\$1,000+** — For extensive revisions, negotiation, or complex legal issues requiring substantial redrafting or additional clauses.

Client agrees to pay an initial nonrefundable flat fee of \$500 upon signing this Agreement. If Attorney determines that the complexity of the matter warrants a higher tier, Attorney will notify Client and obtain written or email approval before proceeding. The difference in fee will be billed and must be

paid before final delivery of the revised agreement.

The flat fee is deemed earned upon receipt and is not refundable, except as required by law or if Attorney withdraws before beginning work.

3. Client Cooperation

Client agrees to:

- Provide accurate and complete information regarding property, assets, and income
- Disclose any previous agreements or amendments
- Communicate openly and respond promptly to requests for information

Client understands that delays in providing requested information may delay review or completion of the agreement.

4. Independent Counsel for Spouse

Client understands that for enforceability, it is strongly recommended that their spouse obtain independent legal counsel. Attorney represents only the signing Client, not their spouse.

5. No Guarantee of Enforceability

Attorney will make best efforts to identify enforceability concerns and draft revisions in accordance with Texas law. However, enforceability depends on many factors, including voluntariness, disclosure, consideration, timing, and legal formalities. Attorney makes no guarantee that the agreement will be upheld in court.

6. No Tax Advice

Client acknowledges that Attorney does not provide tax advice and recommends consultation with a CPA or tax advisor to address any tax consequences arising from the agreement.

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 Client terminates after Attorney has begun work, Attorney may retain the portion of the flat fee that corresponds to services rendered.

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 agrees that this is a legally binding agreement governed by Texas law. Any litigation 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.

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Austin, TX 78759

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