

Griswold Law Firm

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

Flat Fee Attorney-Client Agreement – Will Packets for Couple

This Attorney-Client Flat-Fee Agreement ("Agreement") is entered into by and between Timothy A. Griswold, Esq. ("Attorney") and _____ and _____ ("Clients") for legal representation related to estate planning services for married clients.

1. Scope of Representation

Attorney agrees to provide estate planning services limited to the drafting of the following documents:

- Last Will and Testament for each Client
- Statutory Durable Powers of Attorney (financial) for each Client
- Medical Powers of Attorney and Advance Directives for each Client
- HIPAA Authorizations for each Client
- Final Disposition Instructions (burial/cremation)
- Coordinated Guardian Designations for minor children (if applicable)
- Testamentary Trust provisions for minor or contingent beneficiaries

This representation does not include litigation, tax planning, or property transfers unless separately agreed in writing.

2. Joint Representation and Conflict Acknowledgment

Clients acknowledge that Attorney represents both spouses jointly and that information shared by either Client may be relevant to both parties. No communication will be considered confidential from the other Client. If a conflict arises that prevents continued joint representation, Attorney may be required to withdraw from representing one or both Clients.

3. Flat Fee and Payment

Clients agree to pay a **flat fee of \$995**, which includes all consultations, drafting, and guidance through execution. This fee is **due in full before drafting begins** and includes one round of revisions after the first draft.

The flat fee covers only the drafting and execution of the estate planning documents listed above. It is **deemed earned upon receipt** and is not refundable except as required by law or if Attorney withdraws before beginning work. Accordingly, the fee will **not be placed in a trust or IOLTA account** and is **not contingent** on any outcome.

Any unearned portion of the fee may be refunded in accordance with Rule 1.15 of the Texas Disciplinary Rules of Professional Conduct.

4. Client Responsibilities

Clients agree to:

- Provide accurate and complete financial information
- Return requested documents in a timely manner
- Communicate openly and honestly with Attorney

Delays in providing requested information may delay completion of the estate planning documents.

5. Document Delivery and Copies

Clients will receive final documents for signing and will retain the originals. Attorney may maintain an electronic copy of the signed estate planning package in the client file, if desired. Duplicate copies may be provided upon request and may be marked as “copy.”

6. Confidentiality

Attorney will maintain the confidentiality of all communications and documents in accordance with Texas law and professional rules; however, communications between Clients are not confidential from one another in a joint representation.

7. Termination

Either party may terminate this Agreement upon written notice. If Clients terminate after Attorney has begun work, Attorney may retain the flat fee to the extent earned.

8. No Guarantee

Attorney will use best efforts to draft documents that reflect Clients’ goals and comply with Texas law but makes no guarantee as to legal outcomes, tax consequences, or future enforceability.

9. No Tax Advice

Attorney is not providing tax advice under this Agreement. Clients are encouraged to consult with a CPA or qualified tax advisor regarding potential tax implications..

10. Entire Agreement

This Agreement contains the entire understanding between the parties, supersedes all prior agreements, and shall be governed by the laws of Texas. Any modifications must be in writing and signed by both parties.

11. Binding Contract / Governing Law / Venue

Clients 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.

12. 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.

13. Digital Signatures and Delivery Consent

Electronic signatures and emailed copies of this Agreement shall be deemed valid and enforceable as originals.

14. Effective Date

This Agreement governs all legal services performed by Attorney on behalf of Clients commencing on the date Attorney first performs services.

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 1 Name:

Address:

Email:

Telephone:

Dated: _____

Client 2 Name:

Address:

Email:

Telephone:

Dated: _____

Timothy A. Griswold, Esq.

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