

**Information & Instructions: ~~Attorney-client fee letter agreement~~**

**PREVIEW**

1. The following letter may be used to establish the attorney client relationship and establish the terms of representation.

**Information & Instructions: Uncontested probate Flat fee agreement checklist**

For Application for Probate of a Will as an Independent Administration with Letters Testamentary or as a Muniment of Title the following items are included in a flat fee agreement:

1. Meet with the client
2. ~~Review the information and background applicable to the probate.~~
3. ~~Review the Will.~~
4. Ascertain the type of probate to be filed.
5. Draft an Application to Probate the Will as a Muniment of Title or an Independent Administration.
6. Draft a Proof of Death and Other Facts for probating the Will.
7. Draft an Oath of Executor if Letters Testamentary are requested.
8. ~~Draft an Affidavit of Distribution of the Estate if the Will is probated as a Muniment of Title.~~
9. Schedule and attend the Hearing to Probate the Will.
10. Prepare and file an Inventory and Appraisement
11. Send letters to secured creditors in an independent administration.
12. Publish and pay for a notice to creditors in a newspaper in an independent administration.
13. Payment of initial filing fee.

For Application for Probate of a Will as an Independent Administration with Letters Testamentary or as a Muniment of Title the following items are not included in a flat fee agreement:

1. Motions, applications or work required for entry of safe deposit boxes.
2. The filing and handling of a dependent administration.
3. Any contested hearings that may arise as a result of the probating of the Will.

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4. Attending court hearings, meetings, settlements, negotiations, etc., other than the items stated above in the items included in the flat fee agreement.

5. Any other ancillary or other probate proceedings, including but not limited to, a proceeding to determine heirship, contest or removal of the Independent Executor, motions, hearings, orders, etc., regarding the sale, lease or disposition of property.

6. Service fees or posting of citations for any contested matters.

7. Notices of Fiduciary Relationships, determination of property items to be accepted or disclaimed.

8. Tax consequences resulting thereon.

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9. Applications for extensions of time to file inventories and appraisals.

10. Preparation, handling or filing of any tax returns, including but not limited to, income tax, state inheritance tax, or federal inheritance tax returns.

11. Any appeals or post judgment actions.

12. In the event a hearing to Probate the Will must be rescheduled from the first scheduled time, then the attorney will charge an hourly rate for all time spent on any succeeding court appearances. This includes, but is not limited to, situations where the court requires subscribing witnesses to prove up and testify as to the signing of the Will.

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13. Filing fees, court costs, depositions or other expenses with the exception of the initial filing fee.

Advise the client to have his or her CPA or a tax attorney determine if the Estate is taxable and prepare tax returns if required and that the law firm is not responsible for any advice regarding tax matters or preparation of tax returns, including but not limited to, state and federal inheritance tax returns and income tax returns.

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Form: Attorney-client fee letter agreement

# PREVIEW

[Date]

## ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION

[Client's name]

[Client's address]

Dear [Client's salutation]:

We are pleased that you have selected our firm to represent you. This letter will outline the basis upon which we have agreed to provide legal representation to you in connection with the matter(s) described in Exhibit "A" which is attached to this agreement.

As we have discussed, we cannot guarantee any expected outcome or conclusion of your legal matter due to numerous and complicated factors which are beyond our control. We will, however, within the bounds of legal ethics, provide reasonable and competent services to represent and protect your legal interests.

You agree to keep our office advised of your home and business addresses so that we can locate you during the day or evening hours. If your matter involves litigation, you may be required to attend Court appearances and comply with discovery requests and deposition notices.

If your matter requires negotiation, we will negotiate with the opposing party on your behalf in order to settle or resolve your dispute. We will not conclude or settle your matter without your approval.

Please do not communicate with any of the parties, witnesses or attorneys in the case without our involvement. If our representation is to collect money owed to you, either in the form of a contingency representation or hourly rate, you grant us a lien on your claim or cause of action and upon any sum of money or property to be recovered in order to secure any unpaid attorney's fees or costs incurred as discussed in this letter. All moneys collected shall be disbursed through our office.

If our representation is to collect money owed to you, either in the form of a contingency representation or hourly rate, you hereby grant us a lien on your claim or cause of action and upon any sum of money or property to be recovered in order to secure any unpaid attorney's fees or costs incurred as discussed in this letter. All moneys collected shall be disbursed through our office.

It is the firm's policy to either require payment of a flat fee or payment of a deposit pursuant to the hourly rate fee schedule. Both deposits are nonrefundable. The deposit shall be retained by the firm and we shall deduct our fees as matters are billed.

We have agreed upon:

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[Select a flat fee or hourly rate] **PREVIEW**

[A flat fee of \$ [Amount]

[List the items included in the flat fee.] or [See Exhibit B which is attached to this agreement.]

[List items that are not included in the flat fee.]

Please be advised that any work which is not included in the flat fee, will be billed at our firm's hourly rate.

OR

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An hourly rate of \$ [hourly rate]. Time is kept in quarter hour increments and the hourly charge is the time that the attorney allocates for the matters performed on your behalf.]

It is our policy to undertake representation only after we have received a nonrefundable deposit in the agreed to amount. We acknowledge receipt of your check in the amount of \$[Deposit amount]. If the case is disposed of before the initial deposit is exhausted, you are not entitled to a refund.

[If appropriate, add: You will be invoiced monthly if your deposit is not sufficient to cover the charges due. We shall, at our option, either request a new deposit or we shall bill you on a monthly basis for services rendered. Each billing will set forth a summary of the legal work performed, fees earned and costs, and the amount of your credit with or debit owed to our firm. Under the firm's structure the hourly rate for the attorney's time may vary by attorney and more than one attorney may be working on your matter at any given time.]

The attorney's fees do not include costs of court, depositions, appraisal fees, mileage charges, parking expense, long distance telephone charges, postage, copy and certified copy expenses, delivery charges, and any other out-of-pocket costs. Those costs will be treated as additional expenses and will be included in our bill.

Depending on the expenses anticipated in handling your matter, we may also require you to advance costs and place a deposit to cover the same. You also agree to pay those reasonable expenses. If you do not promptly make payments to us as requested, we reserve the right to immediately withdraw from representing you in any and all matters that the firm is handling. You agree to the withdrawal.

**THANK YOU**  
This Agreement is performable in [City], [County's name] County, Texas. All moneys owed hereunder are to be paid at our office in [County's name] County, Texas. Jurisdiction and venue of any dispute arising hereunder are also performable in [County's name] County, Texas.

You empower us with your Power of Attorney to sign Court or other legal documents which may be required in the course of your case. You also will designate our law firm as your Attorney-in-Law

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and In-Fact to act in your name, sign legal pleadings on your behalf and to perform the acts necessary and appropriate to effect the purposes described in legal representation.

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All rights and obligations owed to our firm shall be joint and several by your company and you individually as indicated in the spaces provided for below.

**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

**THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING HIS OR HER LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE CLIENT SHOULD HAVE HIS OR HER CERTIFIED PUBLIC ACCOUNTANT OR TAX ADVICE TO ONLY DETERMINE IF THE ESTATE IS TAXABLE AND IF THE LEGAL WORK THAT IS TO BE PERFORMED UNDER THIS AGREEMENT, HAS OR MAY HAVE TAX IMPLICATIONS OR CONSEQUENCES TO THE CLIENT OR ANY OF THE CLIENT'S INTERESTS.**

**THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.**

**FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE EVALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PERSONAL AND REAL PROPERTY, PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.**

Please sign in the space provided below so that we may begin working on your behalf. We appreciate your trust in our firm and look forward to working with you. If you have any questions concerning our fees or your legal matter, please call me at [Attorney's phone number].

Very truly yours

**THANK YOU**

[Attorney's name]

Signed on \_\_\_\_\_.

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[Client's name]

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[Attorney's name]

## EXHIBIT "A"

[Date]

### ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION

1. Facts that gave rise to representation:

2. What did happen?

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3. Why did it occur?

4. Witnesses names, addresses and phone numbers:

5. What do you want the attorney to do for you?

6. Legal research required (to be filled out by attorney):

7. Attorney recommendation (to be filled out by attorney):

## THIS DOCUMENT EXHIBIT "A" TO FEE LETTER AGREEMENT IN AN UNCONTESTED PROBATE

### ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION

The client has requested the attorney to Probate [Testator or Testatrix's name] Last Will and Testament.

The attorney has agreed to prepare an Application for Probate of the Will as an Independent Administration with Letters of Testamentary [or Muniment of title].

The parties have agreed that the attorney shall work provide the services stated hereunder for the agreed-upon Flat fee.

# THANK YOU

All work that is not covered by the Flat fee must be agreed upon by the parties and the client agrees to pay the attorney his or her hourly rate for said services.

The items included in the flat fee agreement consist of the following:

1. Meet with the client.

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2. Review the information and background applicable to the probate.
3. Review the Will.
4. Ascertain the type of probate to be filed.
5. Draft an Application to Probate the Will as a Muniment of Title or as an Independent Administration.
6. Draft a Proof of Death and Other Facts for probating the Will.
7. Draft an Oath of Executor if Letters of Testamentary are requested.
8. Draft Affidavit of Distribution of the Estate if the Will is probated as a Muniment of Title.
9. Schedule and attend the Hearing to Probate the Will.
10. Preparation and filing of an Inventory and Appraisement. This is limited to one hour of attorney's time. The client agrees to pay the hourly rate for any time that exceeds one hour.
11. Send letters to secured creditors in an Independent Administration.
12. Publish and pay for a notice to creditors in a newspaper in an Independent Administration.
13. Payment of initial filing fee.

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## ITEMS NOT COVERED BY THE FLAT FEE:

1. Any and all Motions, applications or other work required for entry of safe deposit boxes.
2. The filing and handling of a dependent administration.
3. Any contested hearings that may arise as a result of the probating of the Will.
4. Attending court hearings, meetings, settlement negotiations, etc., other than the items stated above in the items included in the flat fee agreement.
5. Any other ancillary or other probate proceedings, including, but not limited to, a proceeding to determine heirship, contest or removal of the Independent Executor, motions, hearings, orders, etc. regarding the sale, lease or disposition of property.
6. Service fees or printing of citations for any contested matters. Filing fees, costs for certified copies of court pleadings, letters or other documents, any out-of-pocket expenses, long

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distance telephone costs, fax fees, depositions, expert witness fees, stamps, parking expenses, tolls, out of town expenses, travel, hotel expenses, meals, or any other expense incurred in connection with the matter.

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7. Notices of Fiduciary Relationships, determination of property items to be accepted or disclaimed.

8. Tax consequences related thereto.

9. Applications for extension of time to file inventory and appraisal.

10. Preparation, handling or filing of any tax returns, including, but not limited to, income tax, state inheritance tax, or federal inheritance tax returns.

11. Any appeals or post-judgment actions.

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12. In the event a hearing to Probate the Will must be rescheduled from the first scheduled time, then the attorney will charge an hourly rate for all time spent on any succeeding court attendances. This includes, but is not limited to, situations where the court requires subscribing witnesses to prove up and testify as to the signing of the Will.

13. Any matter other than those listed above under the flat fee arrangement including:

**PAYMENT OF OUT OF POCKET EXPENSES:**

In both Flat Fee and Hourly matters, the client is required to pay for any and all out-of-pocket expenses incurred in connection with his or her case, including but not limited to the following expenses:

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filing fees, court costs, certified copies of documents, pleadings, orders, etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone and fax calls, appraisal fees, consultants', expert witnesses' and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road and mileage expenses, out-of-town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

14. ESTATE TAX DISCLOSURE AND ACKNOWLEDGMENT:

**THANK YOU**

**THE CLIENT IS ADVISED TO HAVE HIS OR HER CERTIFIED PUBLIC ACCOUNTANT OR TAX ATTORNEY DETERMINE IF THE ESTATE IS TAXABLE AND PREPARE TAX RETURNS IF REQUIRED. THE UNDERSIGNED LAW FIRM AND ATTORNEY ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.**

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15. Any attorney ad litem or guardian ad litem fees

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## TAX DISCLOSURE AND ACKNOWLEDGMENT:

THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVISE REGARDING HIS OR HER LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE CLIENT SHOULD HAVE HIS OR HER CERTIFIED PUBLIC ACCOUNTANT OR TAX ATTORNEY DETERMINE IF THE LEGAL WORK THAT IS TO BE PERFORMED UNDER THIS AGREEMENT, HAS OR MAY HAVE TAX IMPLICATIONS OR CONSEQUENCES TO THE CLIENT OR ANY OF THE CLIENT'S INTERESTS.

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THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO REAL AND PERSONAL PROPERTY, PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING PLANS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

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### COMMENTS:

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Signed on \_\_\_\_\_.

**THANK YOU**

Client

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