

Fees & Policies - All Clients

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1. Our Terms of Service

Thank you for reviewing our fees and policies. We strive for maximum transparency in this area, so if you have questions, please do not hesitate to ask.

This Fees & Policies section applies to all inquirers and clients, without exception, in place of written fee agreements or engagement letters. These are our non-negotiable terms of service that bind everyone. *By engaging our firm, you unconditionally agree to all of these. We permit no exceptions to this rule. Do not hire this firm if you do not unconditionally agree to our terms and conditions.*

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2. Hiring a Lawyer

Get it in Writing. Hiring a lawyer in today's business environment involves a specific, spelled-out written agreement in advance. There is nothing "implied" or "assumed" or "customary" as might have been the case in years past. *Assume nothing.* Sound business practice requires that you should always be crystal clear as to the terms upon which you have engaged your lawyer. Law firms vary widely in their fee and retainer agreements – there is no "standard." The advent of online legal services has expanded the number of variations. Accordingly, this Fees & Policies page is our means of avoiding uncertainty and transparently establishing our terms of service with all clients.

How are legal fees determined? Legal fees are established by reference to certain core factors: degree of difficulty of the task; anticipated time to complete; the number of documents that must be reviewed or prepared; and the professional liability the file will incur for the attorney.

Generally, lawyers may be engaged in four ways:

(1) flat fee by the item or project (e.g., a consultation, document preparation, an APR, or LLC formation – this is how we work for the most part);

(2) hourly, with billings to the client at monthly or bi-monthly intervals (this arrangement usually includes a prepaid initial retainer);

(3) prepaid flat-fee non-refundable retainer which would apply for the duration of a transaction (e.g., a real estate transaction through closing); on a monthly basis; or for a specific term such as one month, with no hourly accounting required and no refund of any portion of the retainer;

(4) prepaid flat-fee retainer which is subject to an hourly accounting with a refund for any unused portion; and

(5) contingency fee contracts (no up-front cost to the client), usually available from personal injury attorneys involved in insurance litigation. We do not offer these.

Various Types of Fee Arrangements Available. Our office operates for the most part on the basis of flat fees per project (these are listed below), but we also work with flat-fee non-refundable retainers. Hourly arrangements are (for us) more common in litigation cases. We do not offer contingency fee arrangements at all.

Cases are Screened. Depending on our workload and resources at any given moment, the number of cases we already have in our queue or in litigation, certain geographical limitations, and so forth, it may be necessary for us to respectfully decline a case. We cannot accept every case and are under no obligation to do so. We hope you understand. Also, an inquirer only becomes our client when we clearly agree to accept the case and the required payment is received.

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3. Online Inquiry Process

New Cases are Accepted through the Website Only. The internet has revolutionized the way many law firms do business and we are no exception. Beginning this year, all initial consultations, entity formations, and most routine document preparation tasks are now handled exclusively online (not in the office), supplemented by phone if necessary. We do not accept or discuss new cases by phone or by in-office meeting. Advance payment is required. Sorry, no exceptions. We handle all new clients and cases this way. We ask that everyone please follow the process outlined on our Contact page and on this Fees & Policies page.

Fees Quoted on this Page are for Online Services. You will notice an itemized list of fees in the sections that follow. These are for online services. A range of in-office services (after the initial consultation) may be available but at higher fees. Inquire.

How to Begin. To get started, go to [Contact Us](#) and let us know basic details in 200 words or less. Our response will be preliminary (not a consultation or legal opinion) including a confirmation that we handle your type of case. The next step, if you choose, is payment for legal services – e.g., a paid consult or a pre-paid order to prepare documents.

Courtesy Required. We realize this is the internet. However, inquirers who are rude, overly entitled, insulting, demanding, disrespectful to staff, angry, belligerent, or just plain crazy will not be responded to and will be blocked from further contact with us. Attitudes and behavior of this nature are contributing to the breakdown of our society. You are dealing with a law firm. Please be courteous and professional. We will return the favor.

DIY Clients. We occasionally encounter clients who want assistance doing their own legal work. This is not part of our business model, nor does it meet our standards of professionalism. Accordingly, we may decline such representation.

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4. When is a paid consultation appropriate?

Fees Apply for our Core Business. We are a law firm whose core business is offering legal advice and services in connection with real estate, business, and asset protection in exchange for fees. Beyond our brief preliminary response to an inquiry (which is not a consultation or formal legal opinion), *no free legal attorney time or services are available.* Accordingly, we are unable to offer specific legal advice, engage in detailed discussions, download and read your attachments, create a file for you, place your case on our docket, or prepare and send documents to you until advance payment is made.

Ordering Documents. If you are reasonably certain as to which document you need and merely need to request it, then please scroll down to see fees for individual real estate and business documents, and place your order (payment options are at the payment button). We will be glad to answer a few incidental questions about the document as we prepare it for you. However, a full consultation and a document preparation order are separate items in a flat-fee system. One does not include the other. Note that if you choose the hourly billing option this is not an issue.

If you need advice before you can order documents, then you probably need to begin with a paid consultation. If you do not know what sort of documents you may need, are uncertain of the law, would like your case or situation evaluated, or need to have existing documentation reviewed before proceeding, then a consultation is the appropriate first step. This consultation is not included in a request for document preparation.

Doc Prep Request does not Include a Free Consultation. An order for document preparation presumes the client knows what he or she needs. We will take your order, collect the necessary background information, and prepare the document. A free consultation to review possible document scenarios, as well as their pros and cons, or extensive instructions on how to use the document are *not* included. A consultation is a separate item in a flat-fee system (If billing is on an hourly basis, this is not an issue). Also, consult fees are not credited toward any document preparation work that may follow, since consultations are stand-alone, value-added services. See section 8 for applicable consultation fees.

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5. The Initial Online Consultation

All Initial Consultations are Conducted Online. All of our initial consultations with new clients are now efficiently handled online, by means of email Q & A, not in the office. There are no exceptions to this. It is not necessary to set a specific appointment time. A supplemental phone call is available after an email discussion, if it is necessary, but it is usually not, since the email discussion usually winds up being sufficiently thorough. An additional advantage of email is that the client has a record of legal advice given. A period of three calendar days (including weekends but excluding holidays) is allowed for Q&A (up to a total of 1 hour of attorney time) or changes and corrections to any documents we may prepare, after which the consultation automatically concludes and any documents we may have prepared are automatically concludes and any documents we may have prepared are automatically considered to be final. In other words, consultations begin and conclude. They do not continue indefinitely.

Advance Payment is Required. We are no different from any other online vendor in this respect. A file is not opened and work is not commenced until payment is made. As is the case with nearly all law firms, *fees quoted always exclude filing fees and other costs, if any*. Payment options include credit/debit, wire, cash, or direct deposit to our operating account at Wells Fargo (inquire).

What is included? Consultations are conducted in a dialogue format and include a thorough review of your circumstances and documents along with an analysis and options for action. A three calendar day period is then allowed for discussion and follow-up questions, after which time the consultation or document preparation/review/correction period automatically ends. Note: this is not a “three-day consultation.” It is a one-hour consultation that may be spread over three days to conveniently accommodate the client’s questions.

Goal is One to Two Business Day Turnaround. This is our goal but there are occasional exceptions. An attorney may be in a legal seminar, in court, or traveling. In such event we will complete the task as quickly as reasonably practicable. Also, our

obligation to be responsive does not extend to after hours, weekends, holidays, or our attorney's personal vacation time.

Timing of Client Emails. For timing purposes, emails received during the evening count as having been received at 8:00 a.m. the next business day. Similarly, an email received late Wednesday evening before Thanksgiving is considered received at 8:00 a.m. the following Monday.

Reasonableness Applies. There are no artificial constraints on the online consultation so long as its scope and length are reasonable and are otherwise in compliance with our stated guidelines. This is particularly important in a flat-fee system. Supporting documentation must also be reasonable in quantity. However, an online consultation is not a long-term retainer (consult fees and retainers are entirely different concepts – see below) and discussions/work must occur within the immediate time frame (three calendar days) in order to be included in the initial consult or doc prep fee. During that time we discuss the matter until an hour of attorney time has been expended; until three days expires; or until our legal advice and guidance are, in our determination, substantially complete – whichever occurs earlier – after which the online consultation automatically concludes. Consultations begin and conclude. They do not continue indefinitely.

Three-Day Limit. Follow-up questions in the immediate time frame (three calendar days) are included, both as to consultations and document preparation tasks. As a practical matter, we have to place a time boundary on these matters . . . so, after three calendar days, consultations are automatically concluded and any documents we have prepared are automatically considered final. Services requested after the three-day period incur additional fees.

Consultation vs. Retainer. Clients who have not used an attorney before may be unaware of the difference between a consultation and a retainer. A consultation is just that – a discussion and review of circumstances, documents, and options. It then concludes. It is *not* a retainer for ongoing advice and legal services into the indefinite future. This applies to asset protection reviews and litigation reviews as well as ordinary consultations. Also, consultations do not include writing demand letters or negotiating a settlement, for example, which are different (and more expensive) levels of legal service in a flat fee system. The same applies to document preparation.

Types of Consultations:

Residential/Personal Consultation. “Residential” pertains to one’s residence/homestead (buying or selling, lien issues, and the like) and clearly personal legal issues. One hour.

Commercial/Investor/General Business Consultation A commercial, investor, or general business consultation applies to investors, whether their investments be in single

family residences, apartments, mobile home parks, tracts of raw land, and shopping centers. One hour.

Asset Protection Review (APR). These above categories of consultations are distinguished from an APR which covers a broader range of specific asset protection issues. Up to two hours.

Litigation Review. This is designed to evaluate and develop responses to threatened or pending litigation. Up to two hours.

Tax, Book Keeping, and Accounting Considerations. These vary considerably based on the client, the transaction, and the circumstances. Our attorney is not a CPA or a tax attorney nor do we have such a person on staff. Accordingly, this firm does not give tax, book keeping, or accounting advice at all to anyone, even our clients. A competent professional tax advisor is an essential part of the client's team. We encourage all clients to engage and consult a qualified tax advisor concerning a proposed transaction or asset protection plan *prior to* implementing either one.

Insurance Considerations. It may also be useful for clients to consult a licensed insurance agent or broker if insurance issues are present, since we are not insurance specialists and do not give technical insurance advice. We never guarantee the value, insurability, or costs to insure of any particular property, title, or transaction. As is the case with taxes, an insurance professional is an essential part of a client's team of advisors who should be consulted prior to entering into transactions.

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6. Pricing and Payment in a Flat-Fee System

Flat Fees Generally. As an accommodation to clients who want price predictability, most of the services and documents we offer are individually priced in the form of flat fees. Flat fees are per item and limited solely to that item, meaning that there are no "extras" included. This is one way we keep fees low. For example, an in-office closing is not included in document preparation fees; nor is filing a document with the county clerk (although we are available to file documents for an extra \$50 charge plus the actual filing fee). Flat fees are always quoted as "plus costs" (clerk's filing fees, the cost of an LLC company book ordered from the printer, etc.). The itemized quotes posted on this page reflect our commitment to 100% transparency when it comes to legal fees. Please inquire if in doubt.

No Shoehorning or Bundling. It is the nature of a flat-fee system that fees are quoted per individual item, so it goes without saying that multiple diverse matters incur separate fees. "Shoehorning" (slipping in additional items on top of a flat fee) or "bundling" is not allowed. Attorney-client communications can become awkward when a client persists in wanting additional items "included" in a flat fee. That is not the way it works in

a flat-fee system. *Nothing extra is included.* Flat fees are offered as an accommodation to the client, not as a means of taking advantage of the attorney. If there are several legal items or issues that need to be addressed, then a different fee level, a retainer, or perhaps hourly billing is more appropriate.

Finality of Documents in a Flat-Fee System. In a flat fee system, all documents are prepared with the expectation that they will be reviewed by the client and finalized within the immediate time frame (three calendar days). Documents are automatically considered final after that period. The point is, there needs to be an endpoint in the document preparation process. A flat fee for document preparation is not a lifetime retainer for an indefinite number of changes forever. That is not how a flat-fee system works. Requesting changes weeks, months, or years later (yes, this happens) will incur additional charges.

Ongoing Support. We are occasionally asked if we offer ongoing support to clients who, for instance, form an LLC or start a business. This concept is compared to tech support. The answer is *of course we supply ongoing client support, but this is part of our core business and fees apply.* Ongoing support is not free, not even in the tech world. If one buys a computer at Best Buy, the cost of their Geek Squad service plan is always an additional item. This format is prevalent now. That is the nature of a flat-fee system, in which each item (including support past our usual 3-day period for making changes and corrections) is separately itemized and billed for. This would not be true if the arrangement were based on hourly billing or a retainer.

Switching from Flat Fees to Hourly Billing. In some cases, as a case develops, it may become apparent that hourly billing is more appropriate than a flat fee, and a switch from one to the other will be warranted. After discussions with the client, we may request such a switch. After all, flat fees are designed to be an accommodation to the client, not a means of causing the attorney to accept a financial loss. *This firm will not be held to a flat fee if the volume or scope of work substantially or unexpectedly exceeds what was reasonably anticipated or what is ordinary and customary for the task.* This is part of our overall reasonableness policy. If the client does not agree to switch to hourly billing, we may choose to terminate our employment on terms which this firm, in our sole discretion, deems equitable.

Fee Quotes. Fee quotes we offer online to prospective clients are estimates only until we have complete information about the case or transaction. In other words, a flat-fee system works only if both tasks and fees are transparent. It is not a game of “gotcha.” Rules of fairness apply. Also, fee quotes are good for 3 calendar days and then expire. After the three-day period, it is possible that fees or costs may change.

Fees in Specific Cases May Occasionally Vary from those Posted. Although we sincerely strive for certainty and transparency in setting our flat fees, they may be subject to some variability, at our discretion, since no two cases or clients are alike. Reasonableness applies. We reserve the right to make fee adjustments to suit the specific circumstances of an individual case.

Fees are Subject to Change. All fees are subject to change without notice or requirement that they first be posted on the website.

Higher-Dollar Transactions. For reasons of complexity and professional liability, one should expect that fees will increase as monetary amounts involved increase. Our fee schedule reflects this.

Are consultation fees credited? No. Consultations, asset protection reviews, and litigation reviews are stand-alone value-added services for which the fees charged are fully earned. Such fees are not applied as credits toward future legal services.

Means of Payment. We reserve the right to determine which manner of payment is acceptable and which is not in any given case. Sorry, neither personal nor business checks are accepted because of the epidemic of bad checks. We may, however, at our option, accept cashiers checks or money orders from known vendors, but even these must be positively cleared at the bank before legal services are delivered. E-checks are not accepted because of the time (3 to 5 days) required for them to clear. Chase Quick Pay is not accepted. Pre-paid legal insurance plans are not accepted.

Hourly Rate. In certain circumstances, an hourly rate may be more appropriate than a flat fee. If such is the case, our hourly rate of \$375 will apply, with a two-hour minimum.

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7. Retainers as an Alternative to Flat Fees

What is the purpose of the retainer option? Most of our fees fall into the category of flat fees per item. However, flat fees are not suitable for every situation or every client. There are times when a retainer arrangement is more appropriate – for example, when it is difficult (for whatever reason) to anticipate or establish exact flat fees and/or costs in advance. In such cases we may request an appropriate initial retainer (usually ranging from \$2,500 to \$10,000) and bill against it based on our flat fees, our hourly rate, or a combination of both, as client and attorney may agree.

Standardized retainer options include:

Asset Protection Retainer – Critical Situation/Significant Asset Protection Event. A client may occasionally experience a critical asset protection event or situation such as a pending lawsuit, execution upon a judgment, garnishment of a retirement plan, or an attempt by a creditor to lien the homestead. Such cases can vary widely, and it is difficult or impossible to establish a set of flat fees that anticipate every scenario. In order to facilitate our prompt representation and involvement, our non-refundable retainers in these asset protection situations range from \$5,000 to \$10,000. It is a one-time flat-fee retainer not subject to hourly billing or accounting with no refund of any alleged “unused” portion. The term of this asset protection retainer is three months, after which it

automatically expires. This retainer does not include mediation or the appearance or participation of our firm in any litigation.

Flat Fee Retainer – Complex Situation/Multiple Issues. In complicated transactions, entity structuring, or other similar situations where it may be difficult to establish exact fees and costs in advance, we may ask the client for a suitable retainer in order to facilitate prompt commencement of the work. Billing against the retainer will be by means of our established flat fees per item or, if not applicable, at our hourly rate, or a combination thereof, at our discretion. This arrangement entails a three-hour minimum. Any unused balance is refunded. The provisions of this flat-fee retainer paragraph are limited to the scenarios described above and do not apply to critical asset protection situations (see above) which involve different retainer terms. This retainer option does not include mediation or the appearance or participation of our firm in any litigation unless expressly agreed in advance.

Flat-Fee Retainer – Generic. Occasionally a client wishes to retain us simply to have us available as their law firm, promptly available as a resource if, as, and when needed. The purpose may be defined or undefined. This sort of retainer usually ranges from \$2,500 to \$10,000 and is paid as a lump, non-refundable sum. It is not subject to hourly billing or accounting and there is no refund of any alleged “unused” portion. This retainer does not include mediation or the appearance or participation of our firm in any litigation. Note that consultations, document preparation fees, and APRs are designed to be short-term tasks. They do not fall within the definition of a “retainer” as discussed in this section.

Retainers Automatically Expire in Six Months. Certain retainer arrangements can be stipulated to be shorter in term. We do not offer retainer options that exceed six months.

Retainer Responses. Although we may be on retainer, our obligation to be responsive to our retainer clients does not extend to after hours, weekends, holidays, or our attorney’s personal vacation time.

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[8. Entry-Level Services and Fees – Consultations \(Residential and Commercial\), Asset Protection Reviews \(APRs\), and Litigation Review](#)

Online Process. In the case of initial consultations and new clients, the services listed in this section are handled exclusively online by means of email Q&A, supplemented afterward by phone if needed. A period of three calendar days (including weekends but excluding holidays) is allowed for Q&A or changes and corrections to any documents we may prepare, after which the consultation automatically concludes and any documents we may have prepared are automatically considered to be final. Consultations and document preparation are short-term tasks designed to commence and conclude. A

consultation fee is not a lifetime retainer for an indefinite number of questions or document changes forever into the future. Accordingly, additional charges apply after this three-day period.

Consultations Generally. In a consultation of any type, documents are reviewed, the case is evaluated, options are explained, and a course of action is recommended.

Categories of Consultations Offered:

A. *Residential/Personal.* Pertaining to one's residence/homestead (buying or selling, lien issues, and the like) or personal legal issues. \$250 for sales price or legal issues up to \$600,000; \$350 from \$600,000 to \$1.1M; \$450 over \$1.1M.

B. *Commercial/Real Estate Investor/General Business.* Pertaining to a single case or legal issue – not an asset protection review (see below). Fees are \$350 for issues up to \$600,000; \$600,000 to \$1.1M - \$450; \$1.1M to \$5M - \$550; in excess of \$5M - \$650.

C. *Asset Protection Review ("APR").* The APR is an analysis of circumstances and goals with recommendations for action. It is a good starting point if a client is uncertain about what action to take regarding a business/investment structure or defending assets. It addresses a broad range of issues. We ask that you provide us in advance with a concise list of assets and liabilities (not full financials) as well as any legal action that may be pending or threatened. Please limit your supporting document transmission to a concise summary with only relevant items attached, since our "reasonableness standard" applies to the quantity of this documentation. Very large document transmissions may result in switching from a flat fee to our hourly rate. Note that the APR is in the format of a dialogue between attorney and client (rather than a formal report) which must occur within the immediate time frame (three calendar days) to be included in the flat fee. APR fees are \$650 for issues up to \$600,000; \$600,000 to \$1.1M - \$850; \$1.1M to \$5M - \$1,500; in excess of \$5M - \$2,500.

D. *Litigation Review.* For review and evaluation of pending or threatened litigation: Fees are \$650 for issues up to \$600,000; \$600,000 to \$1.1M - \$850; \$1.1M to \$5M - \$1,500; in excess of \$5M - \$2,500.

Flex Fees. While we strive to adhere to our posted flat fees, not every client situation fits within the standard framework. In cases that are more complex or extensive we may instead offer an alternative higher initial retainer amount (usually in the range of \$1,500 to \$2,500) for the task. This policy acknowledges the reality that no two cases are alike and some may be significantly more challenging than others.

Bundling. Multiple diverse topics may not be bundled into one consultation.

Attorney Time involved in Consultations. Residential and commercial consults may involve up to one hour of attorney time. APRs and litigation reviews are typically more extensive, address a broader range of issues, and may take up to two hours of

attorney time. Both may occur over three calendar days (up to the hourly max) and are subject to our usual reasonableness standard as to content, scope, and duration - and also as to the quantity of supporting documentation involved. When it is clear to us that a consultation, APR, or litigation review will take substantially longer than anticipated, we may instead chose to quote an alternative monetary amount.

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9. Your Background Information and Documentation

Background Documentation. It is often necessary for us to see copies of certain background documentation in order to properly advise you. We need to know essential facts (including a concise summary of the client's backstory) and see all your relevant paperwork. Providing legible and relevant copies of these documents in a form that is downloadable and readable is an expected and required level of professional cooperation from the client. Please do not send unnecessary documents or pages.

Transmission. Please scan/email in the usual manner, each as a single document and a separate attachment, and not as multiple individual pages or separate jpegs. This is a matter of email professionalism. Alternatively, you may use fax – our number is (832) 201-5321. If you would, please avoid zip files and Dropbox. Even a handful of documents can take nearly an hour on our end to download and open using these very inefficient methods. Also, jpeg may be suitable for photos but should not be used for legal documents. Please avoid it.

Data Dumps. Please send us only the information or documentation that we request. Dozens or hundreds of extra and unnecessary pages make your file much more cumbersome and time-consuming for us to download, read, and manage. We rely on you to screen out irrelevant material. Large data dumps may cause us to switch your case from a flat fee to hourly billing.

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10. Fee Distinctions – Residential Real Estate vs. Investor vs. General Business vs. Commercial Real Estate Consultations and Transactions

Please note the difference between residential real estate, investor real estate, general business, and commercial real estate consultations and transactions since our fees may vary according to these distinctions. Residential or personal issue consults pertain to one's residence homestead (buying or selling, leasing, lien or title issues, and the like) or personal (non-investor) legal issues. Commercial real estate investor consults apply to investor transactions in single family residences (SFRs), apartment complexes, mobile home parks, larger tracts of land, and shopping centers. General business consultations are also offered – fees are the same as for commercial consults.

Differences between these types of consultations and cases are significant both because of the amount and complexity of documentation involved and the level of professional liability incurred by us. We make these distinctions in our sole discretion. Note that the nature of the structure on the property does not determine this distinction (e.g., it may physically be an single family property but it may be an investor asset or used as a commercial property). If in doubt, we will gladly clarify whether residential, investor, or commercial fees apply in your case.

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11. Buying and Selling Residential Properties - Review/Comment on Earnest Money Contracts, Title Commitments, and Closing Documents

This section covers our review/comment and representation services for residential transactions. Fees for individual document preparation can be found in the next section.

Scope and Extent of Representation. Clients vary widely in what they want and expect from a lawyer in a real estate transaction. It is important for us to know what a client's expectations are prior to quoting a fee. Some want only a contract and title commitment review with comments and suggestions. These are the basics that everyone should do. Others want more comprehensive counsel through closing – from A to Z. If interested in broader representation – representation that is more extensive than the specific tasks listed above – so it is important for an inquirer to specify the level of service being requested. Fees can be expected to increase as the proposed sales price increases.

Review/Comment vs. Representation in the Entire Transaction. Review/comment on a contract or a title commitment is a one-time service that concludes when the attorney provides specific comments and answers client questions. It is a one-time fee for a limited service which then concludes. It is not ongoing. If one needs ongoing advice, or comments on multiple drafts of a contract as it goes back and forth; or if the client wishes broader representation vs. the other party in the transaction; discussions with the client's broker or the broker for the other party; cure of exceptions on the title commitment; and so forth, then contract review/comment is not the appropriate choice on our fee schedule. Instead, the client should be requesting representation in the entire transaction. Fees are higher. We will need to know a few basic facts about the transaction, including the proposed sales price, before we can quote a fee. Inquire.

Online Process. All of our initial consultations, including review/comment on earnest money contracts, are now handled entirely online. No appointment of office visit is necessary. The email exchange may be supplemented afterward with a phone call if needed. The consultation automatically concludes after 3 calendar days, after which additional fees will apply.

Residential Earnest Money Contract Review

A. TREC and TAR Standard Contracts. Flat fees quoted in this section apply only to the review of standard TREC, TAR, and/or MLS forms, contracts, and addenda. These contracts are used in the majority of residential transactions.

B. Review of Custom (Non-Standard) Contracts. We are occasionally asked to review entirely custom contracts, out-of-state forms, investment seminar forms, or documents obtained from the internet in order to determine whether they would be valid in Texas. It is not feasible for us to do this for the flat fees quoted below. However, we may be available on an hourly or flat-fee retainer basis for such tasks – inquire.

C. Fees for Residential Contract Review/Comment

Sales Price up to \$600,000	\$325
Sales Price of \$601,000 to \$1,100,000	\$375
Sales Price of \$1,100,000 to \$5,000,000	\$425

D. Review/Comment is Not a Re-Write. Please note that the flat-fee review and attorney comment process offers exactly that. It is important to be clear on this point. If a contract is so flawed, deficient, or incomplete that it must be entirely re-written or replaced, then clearly more attorney time will be involved. We move out of the review/comment category and into the category of creating a custom contract, which can be expected to incur higher fees.

Residential Title Commitment Review/Comment

Sales Price up to \$600,000	\$275
Sales Price of \$601,000 to \$1,100,000	\$295
Sales Price of \$1,100,000 to \$5,000,000	\$350

Residential Closing Document Review/Comment

Sales Price up to \$600,000	\$325
Sales Price of \$601,000 to \$1,100,000	\$375
Sales Price of \$1,100,000 to \$5,000,000	\$425

Special Provisions Addendum. This is a very important item, particularly for the seller. Standardized residential earnest money contracts, whether TREC or TAR, are limited in the sorts of clauses and provisions that can be accommodated. It is often useful to include a Special Provisions Addendum that includes additional, important information

that protects the interest of the buyer or the seller. In the case of the seller, it includes an extensive “as is” clause to be included in both the contract and the warranty deed. Fees are in addition to the above review/comment fee:

Sales Price up to \$600,000	\$325
Sales Price of \$601,000 to \$1,100,000	\$375
Sales Price of \$1,100,000 to \$5,000,000	\$425

Issues Relating to Representation by an Agent or Broker

A. If the Client is Represented by an Agent or Broker. We assume that the client has secured the services of a qualified real estate agent or broker who will be performing the usual duties of preparing and submitting offers and counter-offers; engaging in negotiations with the other party; arranging for the structural and mechanical inspections, the appraisal, environmental testing, and the survey; assisting with loan application questions; and so forth. These are not customarily a lawyer’s duties and are not included the services quoted. We do our best to offer first-rate legal services and documents. However, consulting an attorney is not a substitute for having the services of a qualified agent or broker who knows the market and offers other services that are not strictly legal in nature. As a law firm, we do not take on any duties customarily associated with agents and brokers.

B. If the Client is Not Represented by an Agent or Broker. If we are asked to provide legal advice in a transaction, and the client does not have an agent or broker, we need to be clear in advance that realtor-type services are not included in the legal services that we provide. We do not agree that realtor duties (and professional liability) will be shifted to us as part of a strategy to avoid paying a real estate commission or for any other reason. It is possible that some fees may increase if the client is not represented by an agent or broker.

C. Our Attorney is Also a Real Estate Broker. Our attorney is also a licensed Texas real estate broker. If we are asked to perform any functions typical of a broker, then we will charge accordingly (usually an advance retainer plus 1% at closing).

Covenants and Restrictions. A line-by-line review of subdivision restrictions is not included in the flat fee quoted for closing document review.

Covenants and Restrictions. A line-by-line review of subdivision restrictions is not included in the flat fees quoted above, although specific questions can be addressed.

Minimum Retainer for High-Dollar or Complex Transactions. Notwithstanding the above fee quotes, in the case of substantial involvement in high-dollar or complex

transactions, we may instead offer our services for a flat fee retainer (usually between \$1,500 and \$2,500 at our discretion).

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12. Residential Real Estate Documents

Document Preparation for New Clients is Handled Exclusively Online. All of the below-listed document preparation services for new clients are now efficiently handled online, by means of email Q & A, not in the office. Documents are delivered by email in pdf format. Note that a document order does not also include a consultation on how to use the document in a particular transaction. In a flat-fee system, a document order and a consultation are separate items. A period of three calendar days (including weekends but excluding holidays) is allowed for Q&A or changes and corrections to any documents we may prepare, after which any documents we may have prepared are automatically considered to be final. Point is, there has to be an endpoint to the document preparation process, at least in a flat-fee system. A document preparation fee is not a lifetime retainer for an indefinite number of changes forever. Accordingly, charges apply after this three-day period.

Residential Document Fees Generally. Fees listed below pertain to custom documentation for residential transactions involving one's personal residence or transactions involving single family homes. Fees quoted apply to residential transactions up to \$600,000. For higher-dollar transactions, inquire if not specified. Fees quoted always exclude filing and any other costs. Certain of these documents may also be available to our investor clients as Word templates (see section 14).

Earnest Money Contracts:

special provisions addendum modifying TREC contract (buyer or seller): \$325

seller's "as is" addendum modifying TREC contract: \$325

Deeds:

warranty deed – simple or cash: \$325. Fee drops to \$295 for three or more at the same time.

warranty deed – more complex (e.g., assumption or "subject to" deeds): \$375 and up

warranty deed – transfer on death deed (TODD): \$350

warranty deed – transfer of homestead into living or land trust: \$350

warranty deed – deed in lieu of foreclosure (unilateral DIL): \$375 for home values up to \$600,000; \$475 \$601,000 to 1.1M; \$525 over 1.1M

warranty deed – containing agreement to create JTWROS: \$395

warranty deed – with community property partition language: \$375

warranty deed – assumption provisions plus special power of attorney: \$550

warranty deed – into a traditional LLC, series LLC, or other entity: \$325 (reduced to \$295 for three or more at the same time)

warranty deed – deed without warranties - \$325

warranty deed – divorce (special warranty deed): \$350. Add deed of trust to secure assumption for a total of \$525. Does not include divorce representation.

Deeds of Trust:

residential deed of trust: \$350 (add \$25 if we are named as trustee)

residential deed of trust to secure assumption: \$350 (add \$25 if we are named as trustee)

Notes:

real estate lien note: \$350 simple, \$395 complex

real estate lien note: (replacement note): \$350 simple, \$395 complex

real estate lien note: (extension and/or modification): \$325 simple, \$350 complex

Assignments:

assignment of note and lien: \$325 simple, \$395 complex

assignment of lease: \$325 template, \$350 custom

assignment of option: \$325 template, \$350 custom

Releases:

release of note and lien: \$325

release of lis pendens: \$325

release of judgment lien: \$325

Leases:

landlord-oriented residential lease: \$295 template, \$395 custom

modification to lease agreement: \$295

special provisions addendum to lease agreement: \$295

cancellation and termination of lease agreement: \$295

lease purchase: \$575 (subject to limitations – read *Lease-Purchases in Texas*)

lease option: \$575 (subject to limitations – read *Lease-Options in Texas*)

Options:

option to purchase addendum for attachment to client's lease: \$395

residential option agreement – stand alone, not attached to lease: \$395

Creative Closing Documents:

Residential owner financing documents (warranty deed, note, and deed of trust): see Section 13 below (custom docs prepared by us) and Section 14 below (investor templates)

Residential “subject to” documents: see Section 13 below (custom docs prepared by us) and Section 14 below (investor templates)

Residential wraparound documents: see Section 13 below (custom docs prepared by us) and Section 14 below (investor templates)

Land trusts: see section 29 below (custom docs prepared by us) and Section 14 below (investor templates)

Affidavits:

affidavit of heirship: see section 27 below

affidavit of adverse possession: see section 32 below

affidavit – misc. minor affidavits (e.g., homestead, marital status, etc.): \$295

Powers of Attorney:

special power of attorney (limited to single asset): \$325 excluding filing

general power of attorney (all assets): \$3

Foreclosures and Evictions:

see section 30 below

Miscellaneous:

partition agreements dividing community property: \$750

notice of lis pendens: \$325 (presumes a valid lawsuit on file)

boundary agreement: \$575 (simpler) to \$875 (more complex)

Guidelines Only. The above fees are guidelines only since law is not an exact science and the services required by individual clients can differ. There may be some variation in fees since no two cases are alike. Also, add \$75 to the cost of any document if there is a metes and bounds legal description (rather than the usual lot and block) that needs to be re-keyed by us. Add \$25 if we are named as trustee in a deed of trust. Clients do their own filing. Add \$50 handling per document (plus the applicable filing fee) if we are asked to perform the task of filing documents with the county clerk. Note that only original notarized documents can be filed.

Fees are for Document Preparation Only. Fees for document preparation are for document preparation only and do *not* include other additional items such as in-office closings, the filing of original documents in the county clerk's real property records, payment of clerk's filing fees, ongoing retainer-style advice in a transaction, advice on how to use a particular document, extensive explanations of the law, or other additional services unless we are specifically retained and paid to perform these additional services. Such services are certainly available, but in a flat-fee system they are not included in stand-alone document preparation fees. Document preparation is a limited, closed-end service that does not include ongoing legal counsel. A flat-fee for doc prep is *not the same* as a retainer or an open-ended hourly fee arrangement. If the matter is open-ended, and it is expressly agreed that the attorney will provide open-ended ongoing services, then an advance retainer or hourly billing is more appropriate than a document preparation fee.

Minimum Retainer for High-Dollar or Complex Transactions. Notwithstanding the above flat-fee quotes, in the case of substantial involvement in high-dollar, complex, or non-standard transactions, we may instead offer our services for a flat-fee retainer (usually between \$1,500 and \$5,000 at our discretion).

Finality of Documents. Document preparation fees are for document drafting/review/correction in the immediate time frame. Three calendar days after delivery of documents to the client, all documents provided are automatically considered final. A document preparation fee is not a lifetime retainer for an indefinite number of changes forever, at least not in a flat-fee system. Requesting changes weeks, months, or years later (yes, this happens) will incur additional charges.

Documents are Proprietary and Supplied PDF Format. All documents in this section are supplied in pdf format only. These are proprietary documents subject to copyright and are licensed (not sold) to the client for single use in a specific transaction. They may not be copied, disseminated, or re-used. We do not supply templates in Word unless they are expressly offered as such in section 14.

Documents are Proprietary and Supplied PDF Format.

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13. Residential Closing Documents - Third-Party Finance, Owner Finance, Wraps, & Trusts

Third-Party Financed Transactions. Includes warranty deed, one note, and one deed of trust: sales price up to \$250,000 - \$675; sales price \$251,000 to 500,000 - \$775; sales price \$501,000 to 1,000,000 - \$975; sales price \$1M to \$3M – \$1,175, all excluding filing.

Owner-Financed Transactions (for paid-for properties). Includes one Real Estate Lien Note, one General Warranty Deed with Vendor's Lien, and one Deed of Trust: for sales price up to \$600,000 - \$750; \$601,000 to \$999,999 - \$950; \$1,000,000 to \$3,000,000 - \$1,250; over \$3,000,000 – inquire. All excluding filing.

Wraparound Documents (for properties with existing debt/liens). Includes warranty deed, wrap note, wrap deed of trust, and wrap agreement: for a sales price up to \$450,000 - \$750; \$451,000 to 750,000 - \$850; \$751,000 to 1.2M - \$950; over 1.2M - \$1,200; all excluding filing. For commercial wraps, inquire. For two wrapped liens, add \$150.

Very Complex Wraps. Note that very complex wrap transactions (double wraps and the like) cannot be handled for the flat-fees quoted above. For such wraps, expect that legal fees will be in the \$1,500 to \$2,500 range. An example would be one we saw recently: a commercial wrap stacked on a double wrap stacked on a “subject to” transaction, with lots of parties, lots of documents, and lots of liability for us as document preparers. Our fees were \$3,000 for that transaction.

“Subject To” Transactions (buyer or seller) – Custom Preparation. \$750. Includes custom preparation of a Sub2 Addendum for use with the TREC 1-4 contract (if needed), a Subject To Agreement, and a General Warranty Deed with sub2 provisions (either with or without a vendor's lien). Individual custom Sub2 docs are \$325. Supplied in pdf format. We also offer a Word template package for Sub2s consisting of four documents (see section 14 below). -

Land Trusts. Trust agreement – for a price or value up to \$600,000 - \$950; \$601,000 to \$999,000 - \$1,250; \$1M to 3M - \$1,750; over \$3M, inquire. All excluding filing.

Anonymity Trusts. Custom package includes trust agreement plus two warranty deeds (one which names the trustee to hold in reserve and one which does not to record) – for or a price or value up to \$600,000 - \$1,575; \$601,000 to 999,000 - \$1,875; \$1M to 3M - \$2,275; over \$3M, inquire. All excluding filing.

Living Trusts and Trust Amendments. See section 29.

Attorney as Trustee. If the attorney is named to serve as trustee in any deed of trust, add \$25 (residential) or \$50 (commercial). We do not serve as trustee for documents not prepared by us. For liability reasons, we never serve as trustee for our clients' land trusts or living trusts. It is never permissible to name someone as trustee without that person's consent.

Documents are Proprietary and Supplied PDF Format. All documents in this section are supplied in pdf format only. These are proprietary documents subject to copyright and are licensed (not sold) to the client for single use in a specific transaction. They may not be copied, disseminated, or re-used. We do not supply templates in Word unless they are expressly offered as such in section 14.

Recording of Executed Documents. If this office is asked to file documents with the county clerk, add the estimated filing fees plus \$50 per document for handling. Note that this necessitates sending the executed and notarized originals back to us. It is usually more efficient for the client to record documents directly with the local county clerk.

Advance Payment Required for Document Preparation. Fees for closing documents are payable in advance, *not* at closing (in other words, we do not take the risk that the transaction will not close) and always exclude filing fees. Our charges are for documents only. Free closing services are not included in document preparation fees.

Finality of Documents. Document preparation fees are for document drafting/review/correction in the immediate time frame. Three calendar days after delivery of documents to the client, all documents provided are automatically considered final. A document preparation fee is not a lifetime retainer for an indefinite number of changes forever, at least not in a flat-fee system. Requesting changes weeks, months, or years later (yes, this happens) will incur additional charges.

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14. Investor Templates for Residential Investors

Although we are primarily preparers of custom, per-transaction documents, we offer a limited number of residential Word templates for our investor clients:

Earnest Money Contracts and Addenda:

Investor Seller's Special Provisions Addendum for use with the TREC 1-4 Contract: \$325

Investor Buyer's Special Provisions Addendum for use with the TREC 1-4 Contract: \$325

Assignment of Earnest Money Contract: \$225

Promissory Notes:

Unsecured Promissory Note: \$250

Secured Promissory Note: \$250

Assignment of Note and Lien: \$295

"Subject To" Transactions:

"Subject To" Word template package includes a Sub2 Addendum for use with the TREC 1-4 contract, a Sub2 Agreement, and two versions of our Sub2 General Warranty Deed (one with a vendor's lien and one without): \$850. Each of these Sub2 templates is available individually for \$295 each.

Wraparound Transactions:

Wraparound template package (includes Wraparound Addendum to the TREC 1-4 contract, Wrap Note, Wrap Deed of Trust, and General Warranty Deed): \$950. Each of these wrap templates is available individually for \$325 each.

Seller's Wraparound Addendum for use with the TREC 1-4 Contract: \$325

Owner-Financed Transactions:

Owner-financing template package (includes Real Estate Lien Note, General Warranty Deed with Vendor's Lien, and Deed of Trust): \$950. Refers to a "classic" owner finance scenario where the property has no current indebtedness. Please specify if needing buyer or seller-oriented documents.

Residential Leasing:

Residential lease (both our short and long forms for investors): \$295

Modification/Amendment to residential lease agreement: \$295

Assignment of residential lease: \$225

Asset Protection:

Equity Stripping Documents (Secured Line of Credit Note for 1M; Deed of Trust and Security Agreement; Company Resolution; Line of Credit Agreement; Release of Lien).
\$750

Options:

Option to Purchase Agreement (179 days, to be attached as an addendum to a lease):
\$325

Lease template (short and long forms) plus Option to Purchase template: \$375

Option to Purchase (stand-alone, no lease attached): \$325

Trusts:

Entry land trust documents (includes four documents): an assignment of earnest money contract, a trust agreement, a general warranty deed into the trust; and an assignment of beneficial interest to an end user. \$950

Certification of Trust: \$250

Affidavits:

Marital Status Affidavit: \$225

Miscellaneous:

Property Management Agreement: \$295

Confidentiality & Non-Compete Agreement: \$295

Release of Lien(s): \$250

Scope of License. The above templates are licensed to the client/purchaser (only) for unlimited use but *not* for publication or dissemination to others. -

Fees are for the Word Templates Only. The fee for a template in a flat-fee system does *not* include a consultation on how to use it - although this is certainly available at an additional cost. Also, customization of the template is not included. A template and a custom document are different items in a flat-fee system works. All services are separately categorized and priced. -

Some Level of Sophistication is Required. Investor templates are not for absolute beginner with little or no basic knowledge of real estate, since they are more sophisticated

than simple fill-in-the-blank forms (We are sure you expect them to be). Although they are largely self-guiding, with choices offered between different provisions depending on whether the client is the buyer or seller, all of our templates require a certain measure of experience and practical knowledge since they call for at least *some* customization to the circumstances. If you are working with a deed template, for example, you should probably know the difference between a grantor and grantee. Also, no template can ever anticipate all contingencies.

Liability Limitation. We disclaim any liability whatsoever, and the client unconditionally indemnifies and holds us absolutely harmless, from the final form, content, and/or manner in which these templates are customized by the client and used in any transaction in which we are not actively and directly supervising preparation of the final documentation as the client's attorney.

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15. Buying and Selling Commercial Properties - Review of Earnest Money Contracts, Title Commitments, and Closing Documents

This section covers our review/comment and representation services for commercial transactions. Fees for individual document preparation can be found in the next section.

Scope and Extent of Representation. Clients vary widely in what they want and expect from a lawyer in a real estate transaction. It is important for us to know what a client's expectations are prior to quoting a fee. Some want only a contract and title commitment review with comments and suggestions. These are the basics that everyone should do. Others want more comprehensive counsel through closing – from A to Z. If interested in broader representation – representation that is more extensive than the specific tasks listed above – so it is important for an inquirer to specify the level of service being requested. Fees can be expected to increase as the proposed sales price increases.

Review/Comment vs. Representation in the Entire Transaction. Review/comment on a contract or a title commitment is a one-time service that concludes when the attorney provides specific comments and answers client questions. It is a one-time fee for a limited service which then concludes. It is not ongoing. If one needs ongoing advice, or comments on multiple drafts of a contract as it goes back and forth; or if the client wishes broader representation vs. the other party in the transaction; discussions with the client's broker or the broker for the other party; cure of exceptions on the title commitment; and so forth, then contract review/comment is not the appropriate choice on our fee schedule. Instead, the client should be requesting representation in the entire transaction. Fees are higher. We will need to know a few basic facts about the transaction, including the proposed sales price, before we can quote a fee. Inquire.

Online Process. All of our initial consultations, including review/comment on earnest money contracts, are now handled entirely online. No appointment of office visit is necessary. The email exchange may be supplemented afterward with a phone call if needed. The consultation automatically concludes after 3 calendar days, after which additional fees will apply.

Commercial Earnest Money Contract Review

A. TREC and TAR Standard Contracts. Flat fees quoted in this section apply only to the review of standard TREC, TAR, and/or MLS forms, contracts, and addenda.

B. Review of Custom (Non-Standard) Contracts. We are occasionally asked to review entirely custom contracts, out-of-state forms, investment seminar forms, or documents obtained from the internet in order to determine whether they would be valid in Texas. It is not feasible for us to do this for the flat fees quoted below. However, we may be available on an hourly or flat-fee retainer basis for such tasks – inquire.

C. Fees for Residential Contract Review/Comment

Sales Price up to \$600,000	\$325
Sales Price of \$601,000 to \$1,100,000	\$375
Sales Price of \$1,100,000 to \$5,000,000	\$425

D. Review/Comment is Not a Re-Write. Please note that the flat-fee review and attorney comment process offers exactly that. It is important to be clear on this point. If a contract is so flawed, deficient, or incomplete that it must be entirely re-written or replaced, then clearly more attorney time will be involved. We move out of the review/comment category and into the category of creating a custom contract, which can be expected to incur higher fees.

Commercial Earnest Money Contract Review/Comment

Sales Price up to \$600,000	\$375
Sales Price of \$601,000 to \$1,100,000	\$475
Sales Price of \$1,100,000 to \$2,999,999	\$775
Sales Price of \$3,000,000 to \$4,999,999	\$975
Sales Price of \$5,000,000 or more	Inquire

Commercial Closing Document Review/Comment

Sales Price up to \$600,000	\$375
Sales Price of \$601,000 to \$1,100,000	\$475
Sales Price of \$1,100,000 to \$5,000,000	\$475

Special Provisions Addendum. Preparation of this can be a very important item, particularly for the seller. Standardized earnest money contracts, whether TREC or TAR, are limited in the sorts of clauses and provisions that can be accommodated. It is often useful to include a Special Provisions Addendum that includes additional, important information that protects the interest of the buyer or the seller. In the case of the seller, it includes an extensive "as is" clause to be included in both the contract and the warranty deed. Fees are in addition to the above review/comment fee:

Sales Price up to \$600,000	\$375
Sales Price of \$601,000 to \$1,100,000	\$475
Sales Price of \$1,100,000 to \$2,999,999	Inquire
Sales Price of \$3,000,000 to \$4,999,999	Inquire
Sales Price of \$5,000,000 or more	Inquire

Commercial Title Commitment Review/Comment

Sales Price up to \$600,000	\$350
Sales Price of \$601,000 to \$1,100,000	\$450
Sales Price of \$1,100,000 to \$2,999,999	\$550
Sales Price of \$3,000,000 to \$4,999,999	\$650

Sales Price of \$5,000,000 or more	Inquire
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Commercial Title Commitment Review/Comment

Sales Price up to \$600,000	\$575
Sales Price of \$601,000 to \$1,100,000	\$775
Sales Price of \$1,100,000 to \$2,999,999	\$975
Sales Price of \$3,000,000 to \$4,999,999	\$1,500
Sales Price of \$5,000,000 or more	Inquire

Individual Commercial Document Review/Comment

Misc. Docs - \$375 up to \$600,000; \$475 for \$601,000 to 1.1M; \$575 over 1.1M.

Leases - \$375 up to \$600,000; \$475 for \$601,000 to 1.1M; \$575 over 1.1M.

Issues Relating to Representation by an Agent or Broker

A. If the Client is Represented by an Agent or Broker. We assume that the client has secured the services of a qualified real estate agent or broker who will be performing the usual duties of preparing and submitting offers and counter-offers; engaging in negotiations with the other party; arranging for the structural and mechanical inspections, the appraisal, environmental testing, and the survey; assisting with loan application questions; and so forth. These are not customarily a lawyer's duties and are not included the services quoted. We do our best to offer first-rate legal services and documents. However, consulting an attorney is not a substitute for having the services of a qualified agent or broker who knows the market and offers other services that are not strictly legal in nature. As a law firm, we do not take on any duties customarily associated with agents and brokers.

B. If the Client is Not Represented by an Agent or Broker. If we are asked to provide legal advice in a transaction, and the client does not have an agent or broker, we need to be clear in advance that realtor-type services are not included in the legal services that we provide. We do not agree that realtor duties (and professional liability) will be shifted to us as part of a strategy to avoid paying a real estate commission or for any other reason. It is possible that some fees may increase if the client is not represented by an agent or broker.

C. Our Attorney is Also a Real Estate Broker. Our attorney is also a licensed Texas real estate broker. If we are asked to perform any functions typical of a broker, then we will charge accordingly (usually a retainer plus 1% at closing).

Legal Provisions vs. Business Terms. Our review/comment on a commercial contract is limited to legal terms and provisions. Commercial real estate brokers are generally very knowledgeable and active in the negotiation of business terms for commercial contracts, and we generally defer to them on business points, in part because they usually have superior knowledge of specific areas, markets, and prevailing local trends.

Covenants and Restrictions. A line-by-line review of development-related restrictions is not included in the flat fees quoted above, although specific questions can be addressed.

Minimum Retainer for High-Dollar or Complex Transactions. Notwithstanding the above fee quotes, in the case of substantial involvement in high-dollar or complex transactions, we may instead offer our services for a flat fee retainer (usually between \$1,500 and \$3,500 at our discretion).

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16. Commercial Real Estate Documents

Document Preparation for New Clients is Handled Exclusively Online. All of the below-listed document preparation services for new clients are now efficiently handled online, by means of email Q & A, not in the office. Documents are delivered to the client by email in pdf format. Note that a document order does not also include a consultation

on how to use the document in a particular transaction. In a flat-fee system, a document order and a consultation are separate items. A period of three calendar days (including weekends but excluding holidays) is allowed for Q&A or changes and corrections to any documents we may prepare, after which time any documents we may have prepared are automatically considered to be final.

Commercial earnest money contracts: for sales price up to \$250,000 - \$575; \$251,000 to \$499,999 - \$675; \$500,000 to \$999,999 - \$750; \$1,000,000 to \$3,000,000 - \$950; over \$3,000,000 – inquire.

Commercial Special Provisions Addendum to earnest money contract: for sales price up to \$250,000 - \$450; \$251,000 to \$499,999 - \$475; \$500,000 to \$999,999 - \$575; \$1,000,000 to \$3,000,000 - \$750; over \$3,000,000 – inquire.

Commercial Special Warranty Deed: \$395 (simpler) to \$450 (more complex)

Commercial Real Estate Lien Note: for note amount up to \$599,000 - \$350; \$600,000 to \$999,999 - \$450; \$1,000,000 to \$3,000,000 - \$550; over \$3,000,000 – inquire.

Commercial Deed of Trust & Security Agreement: \$395 to \$575 (add \$50 additional if the attorney is named as trustee or if keying in of metes and bounds is required)

Commercial Assignment of Note & Lien: \$375 for valuations up to \$600,000; \$575 to 1.1M; \$950 over 1.1M. Client to supply relevant exhibits.

Commercial Joint Venture and General Partnership Agreements: see “Commercial Business Documents” below

Commercial letters of intent: \$375 for valuations up to \$600,000; \$575 to 1.1M; \$775 over 1.1M.

Commercial seller-financing documents (for paid-for properties). Includes one Real Estate Lien Note, one Special Warranty Deed with Vendor’s Lien, and one Deed of Trust & Security Agreement: for sales price up to \$600,000 - \$950; \$601,000 to \$999,999 - \$1,250; \$1,000,000 to \$3,000,000 - \$1,550; over \$3,000,000 – inquire. All excluding filing.

Commercial wraparound documents (for properties with an existing lien). Includes one Wraparound Note, a Special Warranty Deed with Vendor’s Lien, one Wraparound Deed of Trust & Security Agreement, and a Wraparound Agreement: for sales price up to \$600,000 - \$1,550; \$601,000 to \$999,999 - \$1,850; \$1,000,000 to \$3,000,000 - \$2,550; over \$3,000,000 – inquire. All excluding filing.

Commercial lease newly drawn up (does not include representation in the transaction): \$750 - \$1,250

Commercial lease modification: \$425 (simpler) - \$525 (more extensive)

Commercial deed in lieu (unilateral DIL): for property value up to \$600,000 - \$425; from \$601,000 to \$999,999 - \$550; over 1M – inquire.

Commercial Option Agreement: \$525

Commercial Special Power of Attorney: \$350 excluding filing

Miscellaneous brief commercial documents (affidavits, certificates, etc.): \$325 - \$425

Commercial foreclosure: \$2,750 in two installments

Guidelines Only. The above fees are guidelines only since law is not an exact science and the services required by individual clients can differ. There may be some variation in fees since no two cases are alike. Also, add \$75 to the cost of any document if there is a metes and bounds legal description (rather than lot and block) that needs to be re-keyed by us. Add \$25 if we are named as trustee in a deed of trust. Clients usually do their own filing. Add \$50 handling per document (plus the applicable filing fee) if we are asked to perform the task of filing documents with the county clerk.

Fees are for Document Preparation Only. Fees for document preparation are for document preparation only and do *not* include other additional items such as in-office closings, the filing of original documents in the county clerk's real property records, payment of clerk's filing fees, ongoing retainer-style advice in a transaction, advice on how to use a particular document, negotiations with opposing parties or their counsel, extensive explanations of the law, or other additional services unless we are specifically retained and paid to perform these additional services. Such services are certainly available, but in a flat-fee system they are not included in stand-alone document preparation fees. Document preparation is a limited, closed-end service that does not include ongoing legal counsel or any other "extras." In other words, a flat-fee for document preparation is *not the same* as a retainer or an open-ended hourly fee arrangement into the indefinite future. If the matter is open-ended, and it is expressly agreed that the attorney will provide open-ended ongoing services, then an advance retainer or hourly billing is more appropriate than a document preparation fee.

Minimum Retainer for High-Dollar or Complex Transactions. Notwithstanding the above flat-fee quotes, in the case of substantial involvement in high-dollar, complex, or non-standard transactions, we may instead offer our services for a flat-fee retainer (usually between \$1,500 and \$5,000 at our discretion).

Documents are Proprietary and Supplied in PDF Format. All documents in this section are supplied to the client in pdf format only due to their proprietary nature. They are *not* templates available in Word unless expressly offered as such in section 14 (We offer only a limited selection of templates). Our documents are subject to copyright and are licensed (not sold) to the client for single use in a specific transaction. They may not be copied, re-used, or disseminated. -

Recording of Executed Documents. If this office is asked to file documents with the county clerk, add the estimated filing fees plus \$50 per document for handling. Note that this necessitates sending the executed and notarized originals back to us. It is usually more efficient for the client to record documents directly with the local county clerk

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17. Commercial Business Documents

Document Preparation for New Clients is Handled Exclusively Online. All of the below-listed commercial document preparation services for new clients are now efficiently handled online, by means of email Q & A, not in the office. Documents are delivered to the client by email in pdf format. Note that a document order does not also include a consultation on how to use the document in a particular transaction. In a flat-fee system, a document order and a consultation are separate items. A period of three calendar days (including weekends but excluding holidays) is allowed for Q&A or changes and corrections to any documents we may prepare, after which any documents we may have prepared are automatically considered to be final.

Sale & Assignment of LLC Membership Interest (or Corporate Stock) - unsecured: \$375 for valuations up to \$600,000; \$575 to 1.1M; \$950 over 1.1M. Client to supply relevant exhibits.

Sale & Assignment of LLC Membership Interest (or Corporate Stock) - secured: \$575 for valuations up to \$600,000; \$775 for valuations from \$601,000 to 1.1M; \$975 for valuations over \$1.1M up to \$5M. Includes note and security agreement.

Purchase and Sale Agreement for transfer of business: \$1,750 for valuations up to \$600,000; \$2,550 to 1.1M; \$3,550 plus for up to 5M; in excess of \$5M, inquire. Client to supply relevant exhibits and schedules. Additional charges apply for a note and security agreement if the transaction is seller-financed.

Joint Venture Agreement: \$1,550 for capitalization/projects up to \$600,000; \$2,500 for capitalization/projects up to 1.1M; \$2,995 for capitalization/projections up to 5M; in excess of \$5M, inquire. Client to supply relevant exhibits and schedules.

General Partnership Agreement: \$1,550 for capitalization/projects up to \$600,000; \$2,500 for capitalization/projects up to 1.1M; \$2,995 for capitalization/projections up to 5M; in excess of \$5M, inquire. Client to supply relevant exhibits and schedules.

Confidentiality and Non-Compete Agreement: \$575

Independent Contractor Agreement: \$575

Property Management Agreement: \$375

License Agreement: \$575

Bill of Sale (cash): \$250. Client to supply relevant exhibits.

Entity formation – see below.

A variety of additional custom documents is available. Inquire.

Guidelines only. The above are guidelines. There may be some variation in fees since no two cases are alike.

Fees are for Document Preparation Only. Fees for document preparation are for document preparation only and do *not* include other additional items such as in-office closings, the filing of original documents in the county clerk's real property records, payment of clerk's filing fees, ongoing retainer-style advice in a transaction, advice on how to use a particular document, negotiations with opposing parties or their counsel, extensive explanations of the law, or other additional services unless we are specifically retained and paid to perform these additional services. Such services are certainly available, but in a flat-fee system they are not included in stand-alone document preparation fees. Document preparation is a limited, closed-end service that does not include ongoing legal counsel or any other "extras." In other words, a flat-fee for document preparation is *not the same* as a retainer or an open-ended hourly fee arrangement into the indefinite future. If the matter is open-ended, and it is expressly agreed that the attorney will provide open-ended ongoing services, then an advance retainer or hourly billing is more appropriate than a document preparation fee.

Minimum retainer for High-Dollar or Complex Transactions. Notwithstanding the above flat-fee quotes, in the case of substantial involvement in high-dollar, complex, or non-standard transactions, we may instead offer our services for a flat-fee retainer (usually between \$1,500 and \$5,000 at our discretion).

Finality of Documents. Document preparation fees are for document drafting/review/correction in the immediate time frame. Three calendar days after delivery of documents to the client, all documents provided are automatically considered final. A document preparation fee is not a lifetime retainer for an indefinite number of changes forever, at least not in a flat-fee system. Requesting changes weeks, months, or years later (yes, this happens) will incur additional charges.

Documents are Proprietary and Supplied PDF Format. All documents in this section are supplied in pdf format only. These are proprietary documents subject to copyright and are licensed (not sold) to the client for single use in a specific transaction. They may not be copied, disseminated, or re-used. We do not supply templates in Word unless they are expressly offered as such in section 14.

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18. LLC Formation (Texas and Nevada)

Texas and Nevada LLCs. We are available to form both Texas and Nevada limited liability companies, both traditional LLCs and series LLCs. Series limited liability companies are a focus of ours. Many of the new companies we form for investors are series LLCs because of simplicity, economy, and flexibility, as well as the ability to hold assets in separate series. In most cases, traditional LLCs are suitable for use as a management company (to deal directly with the public) or SPE (single purpose entity). Fees are:

LLC (TX or NV) – Traditional LLC	\$1,150 plus filing fees and costs
LLC (TX or NV) – Series LLC	\$1,950 & up plus filing fees and costs
LLC (TX or NV) – with Anonymity	\$3,500 Traditional, \$4,500 Series
Limited Partnership (TX)	\$2,500 plus filing fees and costs
“Hub-Sub Structure” (with anonymity)	\$7,995 plus filing fees and costs
Re-Doc/Conversion to Series LLC	\$1,250 excluding filing fee of \$175 plus costs
Certificate of Amendment	\$375 plus filing fee of \$175

Filing Fees and other Costs. Costs for newly-formed LLCs include the filing fee with expedited handling at the Secretary of State’s office (\$325 in Texas and \$425 in Nevada, which includes the first year’s NV business license), plus the company book (our approx. cost – notebook, seal, and custom membership certificates – \$155 for hardbound burgundy/black or \$255 for leather upgrade), and \$25 domestic shipping by UPS ground (overnight/air is \$20 additional). Filing fees charged by the Texas Secretary of State for amendments are \$175.

Company Books, Seal, and Membership Certificates. Company books with seal and membership certificates are part of the package that we pass along to you at our approximate cost. We insert our own sophisticated documentation into these books (instructions, minutes, company agreement, etc.) designed to maximize asset protection. We are confident you will be pleased with the end product. As a matter of professionalism we do not deliver LLC documents without a company book.

IRS EIN. This is not included but is easily obtained at irs.gov.

Re-Do of Documents upon Rejection. If the client asks us to proceed with ordering the company book and preparing LLC documents before approval is obtained, that’s fine . . . but this is at the client’s risk in the event the initial filing is rejected for some reason by the Secretary of State. A replacement LLC book and membership certificates will have

to be ordered from the printing company (\$150 for the burgundy hardbound version plus \$25 shipping). Our fees are \$250 to re-do all of the LLC documents.

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19. Anonymity Companies (Texas and Nevada)

We offer anonymity company formation in Texas and Nevada utilizing our own proprietary system of an "anonymity trust" (our term) in order to maintain the client's anonymity in the Certificate of Formation. This is clearly not for everyone, but many clients find anonymity useful. Our method includes naming this firm as organizer and registered agent; a trust is formed to act as sole manager with a POB address. Both the Texas and Nevada Secretaries of State accept filings in this form. Fees are \$2,500 (traditional LLC) or \$3,500 (Series LLC) plus the filing fee (\$325 in Texas with expedited handling, \$425 in Nevada), plus the company book (at our approximate cost – includes notebook, seal, and custom membership certificates - \$155 for hardbound burgundy/black or \$255 for display quality burgundy leather), plus \$25 domestic shipping by UPS ground (overnight/air is \$20 additional), The annual fee for registered agent services (\$250) is included for the first year. EIN not included but is easily obtained by the client at irs.gov. Bank account not included. Trust Agreement is included. Deeds of properties into the Trust are not included.

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20. Re-Documenting or Converting an Existing Traditional LLC

"Re-doc" of an existing traditional or series LLC. If you have formed a traditional LLC or a series LLC with a minimal "one pager" filing and have no company book, no organizational minutes, no company agreement, and no issued membership certificates, you may not be fully established or protected, in spite of Texas' general bias against "piercing the corporate veil." It is important to have complete and up-to-date records in the event their production is requested in a lawsuit. We will re-document your LLC with a new company agreement and provide meeting minutes to the current date. We will also order a premier company book with seal and printed membership certificates from Texas Corporation Supplies at our cost, and then insert/assemble our upgraded documentation into it.

1. **"Re-doc" of an existing traditional LLC.** Our fee is \$750 plus the cost of a company book and membership certificates at our cost (\$150 for hardbound burgundy/black or \$250 for leather) plus \$20 shipping. If the previously filed Certificate of Formation needs to be amended (we will advise on that), then fees for the amendment are an additional \$275 plus the \$175 filing fee (which includes expedited handling).

2. **"Re-doc" of an existing series LLC.** Our fee is \$1,250 plus the cost of a company book and membership certificates at our cost (\$150 for hardbound burgundy/black or \$250 for leather) plus \$20 shipping. If the previously filed Certificate of Formation needs to be amended (we will advise on that), then fees for the amendment are an additional \$275 plus the \$175 filing fee (which includes expedited handling).

Conversion of a Traditional LLC to a Series LLC. The conversion process involves filing a Certificate of Amendment, replacing the company agreement, and preparing a meeting of members for the current year that authorizes the conversion. Other steps may need to be taken depending on the individual case. Legal fees for the conversion are \$1,395 plus costs. Costs include the company book and printed membership certificates (\$155 for hardbound burgundy/black or \$255 for leather) plus \$25 shipping. These are our approximate costs at the printing company. The filing fee for the Certificate of Amendment is \$175 which includes expedited handling. If you would like us to serve as registered agent, we can make this change as well (\$250 per year). Note that a conversion is an effort that relates to the current year – it does not include re-documentation of the company's history back to its inception, although this service is available at an extra fee depending on the number of years involved. Inquire.

Conversion from Member-Managed to Manager-Managed. Most clients who initially formed their LLCs as member-managed come to regret it. The reality in business (with lenders, title companies, and others) is that LLCs usually need a manager to sign important documents. Some lenders will even require that an LLC be amended and converted to manager-managed. This involves the filing of a Certificate of Amendment and (at minimum) a new company agreement and a members' meeting ratifying the conversion. Fees are \$750 plus the \$175 filing fee for a traditional LLC; \$1,250 plus the \$175 filing fee for a series LLC.

Certificates of Amendment – Miscellaneous Changes. Fees are \$375 plus the \$175 filing fee.

More Complex Cases. The above fees will apply to 90% of cases. However, if there are many members, a significant number of major events need to be ratified by members' meetings, the LLC was formed many years ago, there is complicating litigation, and/or additional custom documentation is required – these factors may result in a higher fee than quoted above. We reserve the right to adjust the above-quoted flat fees for cases that are more complex or custom-driven than average.

Itemized Statement. If you are uncertain as to the total of fees and costs for any of the above options, or have other add-on items that you would like to include in the formation process (there are several available), we would be glad to prepare an itemized statement for you in advance of your payment. Please send us a completed LLC Formation Checklist and we can work from that to create an invoice.

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21. Total Structural Reorganization

Clients occasionally request that we take their existing complicated structure (often consisting of numerous LLCs, corporations, and limited partnerships) and overhaul it to create a simplified but effective asset protection program. This is usually a major creative project and it is difficult to quote an accurate fee in advance. Fees for this are in the \$2,500 to \$5,000 range and are deposited as an initial non-refundable retainer. Supplemental retainer deposits may be required as the situation progresses. Note that all our retainers expire in six months if not otherwise specified.

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22. Shelf Companies

From time to time, we may have an inventory of existing, established companies that are ready for immediate shipment. These are premium structures specially designed to include anonymity and asset protection features, and assumed name certificates. EIN excluded. ***All sales of shelf companies are absolutely final since they involve unique and proprietary intellectual content. Absolutely no exceptions.*** If interested, inquire about our current inventory. Fees are \$3,250 for traditional shelf anonymity LLCs and \$4,250 for series shelf anonymity LLCs, subject to change in accordance to demand. Fees increase with the age of the LLC.

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23. Annual Document Review (ADR)

This is especially useful for our entity formation clients since our documents are continually evolving and innovating. The ADR is offered for clients who have asked us to prepare documents in the prior year. Its purpose is to (1) make sure that the client has the latest version of each document in the client's package; and (2) in the case of LLCs, to prepare minutes for the annual meeting. Fees are \$250.

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24. Additional Fees & Polices Relating to Company Formation

Deeding Properties into an LLC or Trust: Specially crafted deeds for this purpose are \$325 excluding recording fees so long as there are no additional complex or custom provisions included. (More complex deeds are \$375). If three or more properties are

involved at the same time, the fee drops to \$295 each. Add \$75 if the legal description is by metes and bounds (rather than simple lot and block) which will need to be keyed in by us, since this is quite time consuming. Clients usually do their own recording in the county clerk's real property records. Add \$50 per instrument plus the applicable recording fees (usually \$28 - \$32 for deeds depending on the county) if you ask that we do the recording for you. Generally, recording is easier and simpler for you to do yourself by referencing the local county clerk's website and sending your executed original directly to them. For more details on the subject of deeds, see our web article *Deeding Property to an LLC*. Deeds are proprietary and copyrighted. They are supplied to the client in pdf format only and are licensed (not sold) to the client for one-time use. They may not be re-used or disseminated.

Management and Consulting Contracts. These facilitate capital flow between a client's companies by providing a convenient label for inter-company transfers (consulting fees in one direction, management fees in the other). Strongly recommended for the two-company structure. Add \$175 per agreement for a total of \$350.

Assumed Name Certificates (DBAs). Signing and filing of Assumed Name Certificates under our firm name is not included, since this may expose us to additional liability (we then may be named as a defendant in any lawsuit against the entity) but may be available for an additional fee. For the most part, however, our clients file their own DBAs with their local county clerk.

Company Books. The company books we supply are heavy-duty commercial grade minute books that include a company seal and printed membership certificates. The usual company book is red/black hardbound, purchased from a Houston vendor, and very nice – much nicer than the low-cost vinyl versions that one often sees. (We don't even offer these cheap vinyl books). The premium book is generally burgundy/black leather and is extremely nice (display quality) but obviously more expensive (We order it out of New York). Note that our vendors may occasionally run out of stock on any particular type of company book, or color of leather, and there are a number of styles and variations out there, so we reserve the right to substitute another type of equal or greater value. Books are passed along to the client at our approximate cost. Sorry, for reasons of professionalism, we do not supply company documents without a proper company book to contain them.

Custom Drafting of LLC Documents. LLC documents are appropriately customized to suit the client and the situation but nonetheless follow a certain pattern and format. Asking us to prepare a company agreement, for example, is not an opportunity for the client to redesign or reinvent the way we generally draw up such documents. If the client desires a significant re-write that significantly departs from our usual format, then a higher custom document preparation fee would apply. Custom drafting services are most definitely available, but not at the shelf price. Custom company agreements begin at \$1,500.

No Returns. Neither shelf companies nor newly-formed LLCs are returnable or exchangeable because of the unique and valuable intellectual property involved in our documentation. We are serious about this. Our firm has done this work for many years and developed extensive asset protection devices and provisions that are simply not available anywhere else at any price. *No exceptions.*

Proprietary LLC Documents. All our LLC documents are proprietary and licensed to the client for specific permitted use. They are never distributed for reuse. *We reserve the right to decline to do business or file formation paperwork that lists a competing asset protection law firm as registered agent or otherwise threatens the proprietary nature of our documents.*

No Tax, Accounting, or Book Keeping Advice. Our firm does not give tax, book keeping, or accounting advice at all. We do not have an accountant, CPA, or tax attorney on staff, so any comments we make in this area are general only and subject to confirmation by the client's CPA. Tax consequences and complexities vary considerably from client to client. Accounting methodologies differ. We suggest that all clients consult in advance with a qualified CPA as to the book keeping and tax implications of entity formation and/or any proposed asset protection plan. Also, please do not ask us to get on the phone with your CPA and discuss either (1) the accounting and tax implications of our two-company or hub-sub structures; or (2) matters relating to series LLC accounting and taxes. We are regularly asked to do both even though we are not book keepers or tax practitioners. For reasons of professional liability we respectfully decline to do this. If your CPA is not knowledgeable in the area of entity structuring or series LLCs, there are an abundance of resources including continuing education programs that are available to members of the accounting profession. You definitely need a qualified CPA on your team, but that is not our function since we work with the legal side only. Having said the above, we will gladly explain the *legal aspects* of our entity formation strategies to your CPA. An extra fee may be incurred.

LLC Bank Accounts and Loans. Banks have differing policies and levels of familiarity with respect to series LLCs. *We make no guarantees about what your bank's policies may be on the subject of series LLCs or about the willingness of your bank either to open an account for the LLC or its series, or make a loan to the LLC or any of its series. We are absolutely not in the business of guaranteeing what banks will do. Any alleged representations and warranties as to a client's ability to open a bank account or get a loan at any particular bank are expressly disclaimed.*

Note on the Availability of Loans to Real Estate Investors. It is occasionally necessary for an investor to "shop" lenders (just as he or she might need to shop title companies, insurers, and other providers) in order to determine which of these is most friendly to the investor's structure and business model. Note that some lenders (although by no means all) may be uninformed about series LLCs or express resistance to lending to them. *As to obtaining loans, this firm does not make any assurances that you or your entity will be able to get a loan from any particular lender. Any alleged representations and warranties as to a client's ability to borrow money, get a loan, or obtain a line of credit,*

whether individually or in the name of an LLC or a series of an LLC, are expressly refuted and disclaimed. Lawyers never make any such assurances or guarantees.

Client Illegality. We do not condone nor will we assist in furtherance of any illegal, unethical, or wrongful activity. This seldom occurs, but if it does, then we may immediately cease delivering all services without refund and resign as both the client's attorney and registered agent. We will not risk being charged as a co-conspirator in a client's wrongdoing. Clients consent to this in advance.

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25. Registered Agent Services

Using an Attorney as Registered Agent. There are many reasons for using an attorney as registered agent rather than a commercial company that cannot offer legal advice. Using an attorney for this purpose is nominally more expensive, but doing so maintains a direct connection with a lawyer who can provide advice in the event your LLC is served with legal process - or assistance with any other legal matter. This is an important resource. By contrast, a commercial registered agent can only tell you to talk to an attorney. Note, however, that registered agent fees are not a legal retainer, so fees for individual legal services will apply.

Fees and General Terms of Service. Our annual fee for serving as registered agent is \$250. The first year's R/A service is included with anonymity and shelf companies. Registered agent services are limited in scope to (1) accepting service of process if the Company is sued; and (2) forwarding official mail from the Secretary of State and Texas Comptroller as well as notice and demand letters from attorneys or claimants. *In other words, a registered agent is not a general mail forwarder.* The LLC should maintain a postal box for general business mail. Examples of items *not* forwarded by the registered agent are bank statements, personal correspondence, HOA correspondence, utility bills, magazines, and junk mail generally - all of these persons and senders should be given the LLC's postal box address. Mass-mailed reminders to pay taxes are not forwarded even though they may come from the Comptroller (we all know that we need to file a tax return, even if no taxes are due). Our firm is granted permission, if necessary, to open correspondence to determine its nature. Items are forwarded to the client by U.S. first class mail unless additional fees are paid for overnight delivery, UPS, Fed Ex, or overseas delivery.

R/A Fees Not a Retainer for Legal Services. Note that the registered agent fee is not a retainer for legal services (i.e., legal services are not included in this fee) although we remain ready to be of service to you as you may require. For example, a certified letter arrives from a law firm. The client asks us to open it and we do. We explain that it is a Deceptive Trade Practices Act notice letter that makes allegations of misrepresentation - and that the client needs to respond within 60 days or risk a lawsuit involving treble damages plus attorney's fees. That is the extent of our obligation. Beyond that, the client is free to hire this firm or any other firm to represent them in that case.

R/A Services do not Include Signing Annual Filings. A registered agent is not usually an authorized person or officer empowered to act on behalf of the company. Signing annual filings or tax returns or any other document is not included in a registered agent's duties.

State Level Services Only. Services as registered agent are Texas state-level only (i.e., there is no such thing as a registered agent at the federal level). While we will forward any official notice and demand letters, our services do not interfacing with the IRS or any other federal agencies unless we are retained to do so. Also, registered agent services do not include signing Assumed Name Certificates for the client although this may be available for an extra fee. Should you wish at any time to change the registered agent, you may do so at www.sos.state.tx.us.

Keep us Current. Please keep us up-to-date concerning your contact information, including email. If mail to the Company or client is returned by the Post Office "not deliverable as addressed," we may resign as registered agent.

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26. Equity Stripping

This is a useful asset protection technique if a client's LLC has a substantial investment in a single property and legal action involving that property is a good possibility. Equity stripping reduces the (apparent) worth of a company in the public records. The objective is to deter creditors and lawsuits by giving the appearance of no equity in the property. The process involves preparing a Secured Line of Credit Note for \$1M payable to a creditor of your choice. The Note is secured by a Deed of Trust which is filed in the public records. Included are a Secured Line of Credit Note; Deed of Trust & Security Agreement; Line of Credit Agreement; Company Resolution; and Release of Note and Lien (to be held and filed later). Available as a template set for \$750. Alternatively, we can complete the document package for \$1,050. Note that equity stripping occurs county by county (since that is the way real estate and lien documents are filed) and Texas has 254 counties. Properties can be stripped individually or in a group that is within the same county.

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27. Affidavits of Heirship

Affidavit Method vs. Formal Probate. We are often asked to prepare affidavits of heirship as an alternative to the more expensive formal in-court probate process. The affidavit must be signed under oath by a person familiar with the decedent's family history (usually but not always a family member), witnessed by disinterested persons (i.e., persons who have no personal or financial stake in the outcome), and the original with all

signatures notarized must be recorded in the county clerk's real property records. Our requirements are: (1) the decedent must have died at least six months prior to the execution of the affidavit; (2) a death certificate must be available; (3) the affiant must be someone with personal knowledge of the family history of the decedent and having personally known the decedent for at least ten years; (4) the affidavit must be witnessed by at least two disinterested parties (three is better); and (5) if there is a will that has not been probated, it must be available to attach to the affidavit and must support the facts asserted in the affidavit.

Legal Fees. Fees excluding costs in a straightforward case are:

Residential affidavit of heirship (does not include deed from heirs): \$750

Residential affidavit of heirship (including deed from heirs): \$1,100

Fees in this area are by necessity more variable due to individual circumstances. Certain heirship and property situations may be so complex and messy that we will simply quote a non-refundable flat fee (usually ranging from \$1,500 to \$3,500 excluding filing) for the job.

No Guarantees. This firm obviously can make no guarantees that all heirs will cooperate or sign off in clearing title. Our document preparation fees are not refundable if heirs decline to do so. Also, and just as important, even though the affidavits we draft are legally effective, we make no guarantee that an affidavit we prepare will be "approved" by any particular lender or "accepted" by any particular future title company, since title companies are individually owned and underwritten and have different procedures and policies which change over time. The affidavit of heirship is an inexpensive creative process designed to avoid the greater cost of a formal probate proceeding in court which can easily cost up to \$10,000 (more if contested). Although the affidavit method has a high rate of success, if absolute certainty is required, one should nonetheless seek a judicial determination of heirship (i.e., a judgment) from a probate court. We suggest you read our web article entitled *Affidavits of Heirship in Texas* for details before proceeding.

Real Estate vs. Probate Law. This is a real estate law firm and that is our emphasis – preparing documents affecting real estate that are intended to be recorded in the real property records. Complex heirship matters may not be best solved by an affidavit of heirship (such matters may in fact require action in probate court), so these complicated cases should be directed to a board-certified probate lawyer. If you are uncertain how to proceed, a paid consultation would likely be your best first step.

Recording Executed Documents in the Real Property Records. If this office is asked to file documents with the county clerk, add the estimated filing fees plus \$50 per document for handling. Note that this necessitates sending the executed and notarized originals back to us. It is usually more efficient for the client to record documents directly with the local county clerk.

Finality of Documents. Document preparation fees are for document drafting/review/correction in the immediate time frame. Three calendar days after delivery of documents to the client, all documents provided are automatically considered final. A document preparation fee is not a lifetime retainer for an indefinite number of changes forever, at least not in a flat-fee system. Requesting changes weeks, months, or years later (yes, this happens) will incur additional charges.

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28. Lien Release and Removal

Lien Release Process Generally. This area can be complex and somewhat unpredictable, often depending on whether a judgment lien was abstracted before 9/1/07 or after. Results vary but are generally positive. *Lien removal is handled exclusively online* and fees are \$1,550 per lien (i.e., per abstract of judgment). Since this is usually a mechanical process of working through statutory requirements, personal meetings between attorney and client are unnecessary so long as we are provided with the information we need. Tax liens are generally not removable and must be paid from closing proceeds.

Certain Limitations Exist. Be aware of the limitations on this process: (1) in the case of pre-2007 abstracts of judgment, there is no guarantee that litigation will not be required; (2) in the case of post-2007 A/Js, there is no guarantee that a title company will cooperate and honor the statutory affidavit. These conditions do not reflect on our work but indicate gaps and flaws in this statute that the legislature may someday remedy. We nonetheless have broad success in this area. Please read our article [*Lien Removal in Texas*](#) before proceeding in order to get the full picture.

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29. Trusts and Wills: Living Trusts, Land Trusts, Anonymity Trusts, and Wills

Living Trusts for the Homestead. An excellent probate-avoidance device. For a price or value up to \$600,000 fees are \$950; \$601,000 to \$999,000 - \$1,250; \$1M to 3M - \$1,750; over \$3M, inquire. All excluding filing. Does not include the deed transferring the property into the trust (necessary to complete the process) which is an additional \$325 plus recording fees (usually \$28 - \$32 depending on the county). Read our web article on *Living Trusts in Texas*.

Anonymity Trusts. These are a creative device in which the name of the trustee is not disclosed in the public record, and it must be carefully done in order to work. Fees are: for a price or value up to \$600,000 - \$1,250; \$601,000 to \$999,000 - \$1,550; \$1M to 3M - \$1,950; over \$3M, inquire. Plus \$350 for the two deeds that are required when

establishing this advanced structure. One deed is filed (not showing the name of the trustee) and another deed, which does show the name of the trustee, is held in reserve in the event a subsequent title company requires it (they likely will). Fees exclude filing.

Entry Trusts for Investors. The basic process involves three documents: an assignment of earnest money contract, a trust agreement, and a general warranty deed into the trust. Fees are: for a price or value up to \$600,000 - \$750; \$601,000 to \$999,000 - \$950; \$1M to 3M - \$1,550; over \$3M, inquire. Fees exclude filing. Note that this assumes that the investor/buyer already has an LLC since the LLC will be a party to the transaction and trustor of the trust; if not, an LLC will need to be formed. Also, neither earnest money contract preparation nor any companion documents (“subject to” documents for instance) are included in the foregoing quote. These are available for additional fees.

Exit Trusts for Investors. [DETAILS PENDING]

Other Trusts. There are many types of trusts, and we deal with some but not all. Inquire.

Trust-Related Documents

Amendments to Trust: \$350 (simpler) - \$550 (more complex)

Certification of Trust: \$295 (sometimes called a “memorandum of trust”)

Termination of Trust: \$250 (not including asset transfers out of trust)

Assignment of Beneficial Interest: \$375

Last Will & Testament. Although we do not estate planners (that is a separate specialty) we do offer a couple of categories of wills – a reasonably simple will and a “pour-over” will that is designed to accompany a living trust (the latter “pours” assets into the living trust at death). Note that wills require witnesses (two are required but we advise three) and a notary to be present for proper execution, which is something we obviously cannot provide online. \$375.

Minimum Retainer for High-Dollar Transactions. Notwithstanding the above fee quotes, in the case of substantial involvement in high-dollar or complex trust transactions, we may instead offer our services for a flat fee retainer (usually between \$1,500 and \$2,500 at our discretion).

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30. Foreclosure and Evictions

Foreclosure Fees (excludes filing fees/costs of \$100)

Residential foreclosure: \$1,750, payable in two equal installments, balance due 10 days prior to the foreclosure sale.

Residential default letter only: \$375. Covers “notice of default” letter only, full stop. Unlike the above, this is not a retainer for the foreclosure. After sending, we do not handle any follow-up communications or counsel to client. Cost of this letter is not credited to foreclosure retainer if foreclosure is eventually needed.

Commercial foreclosure: \$2,750, payable in two equal installments, balance due 10 days prior to the foreclosure sale.

Commercial default letter only: \$425. Covers “notice of default” letter only, full stop. Unlike the above, this is not a retainer for the foreclosure. After sending, we do not handle any follow-up communications or counsel to client. Cost of this letter is not credited to foreclosure retainer if foreclosure is eventually needed.

We are currently doing foreclosures in the Houston area only. We suggest reading our web article *Foreclosures in Texas* before proceeding.

If the Borrower Cures the Default. If the Borrower cures the default after we send one or more foreclosure notices but before the foreclosure sale is conducted, there is no refund of the initial fee installment paid.

If the Borrower Files Bankruptcy. Note that last-minute bankruptcy filings can occur, which forces the foreclosure process to stop. In such event, this firm will refund *only* any filing fees that may have been collected (if any) plus \$250 as a result of not having to conduct the sale and prepare and file a trustee’s deed with the county clerk. Our activities in relation to the foreclosure must then cease as a matter of law since state-level legal action is “stayed” (stopped) by federal order. We do not handle bankruptcy (a federal matter for specialists) so the client will then be advised to retain a bankruptcy lawyer for creditor representation going forward. *If the foreclosure process commences again at a later date, after dismissal of the bankruptcy, there is no refund of or credit for prior fees paid.*

Title Report Prior to Foreclosure. Obtaining a title report is not included in the flat foreclosure fee but is recommended if there is any possibility whatsoever that there is an IRS lien. *Note that it is not our standard practice to give notice to the IRS unless the client suspects that there may be an IRS lien and specifically asks us to give such notice. Otherwise, if an IRS lien is present, the IRS will have 120 days following the foreclosure sale to redeem the property.*

Rescission of the Foreclosure. If the foreclosure must be rescinded by the lender for any reason, our additional fees are \$575 excluding filing.

We Assume the Client has Valid Documents. In quoting the above fees, we make the assumption that a foreclosure client has valid, attorney-prepared legal documents (a note, a recorded deed of trust, and a recorded deed into the borrower) upon which to base the foreclosure. If these documents were not professionally prepared, or some other defect or deficiency exists, then the fees quoted in this section do not include our remedying any such defects. Additional fees would apply.

Evictions. Residential eviction fees are \$1,850 (non-jury) and \$2,950 (jury); commercial evictions are \$2,750 (non-jury) and \$3,750 (jury). Excludes filing fees and costs (these begin at around \$150). Read our web article entitled [*Evictions in Texas*](#) for details on the process. Eviction appeals to county court are \$3,750 (non-jury) and \$5,750 (jury) plus costs. Currently available in the Houston area only.

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31. Representation in Disputed Matters involving No Litigation

Minimum Amount in Controversy. We are unable to handle litigation matters that involve less than \$15,000 excluding attorney's fees.

Demand, Notice, or Response Letter Only. Clients occasionally ask that a legal demand or notice letter be written on their behalf – but only the one letter. They are not requesting on-going representation. In such cases, we will agree to write a formal demand (or response letter, as the case may be) citing applicable law. Fees for straightforward cases are \$750 for amounts under \$50,000, \$1,500 for amounts over \$50,000. The response (if any) from the opposing party will be forwarded to the client, but we are not retained for additional representation or action of any kind, whether in the form of meetings, letters, emails, or phone calls. This is a highly limited form of representation. The letter, including counsel given to the client, is a one-time event and there is no retainer arrangement or time period during which we are obligated to provide additional services. Note that there is no guarantee that a letter from us will produce any particular result in a dispute.

Flat-Fee Retainers. Fees and retainers for representation in disputed, non-litigation matters are determined with reference to the complexity and likely duration of the case. It is very difficult to fix a universal flat fee for such cases, so for purposes of these Fees & Policies we supply only a likely monetary range. Included are a reasonable number of client conferences, letters, faxes, phone calls, emails, and document preparation (e.g., demand or response letters and follow-up) involved in a diligent attempt to complete the task or settle the dispute with an opposing party or their attorney. A release, settlement agreement, or other document may be needed and is included. No guarantees are ever made as to the outcome. Filing or defending a lawsuit is not included, nor is mediation, which is an extra flat fee. For amounts under \$100,000, fees are as follows: for 30 days - \$2,500; 60 days - \$3,500; 90 days - \$5,000, as determined in our discretion based on the

circumstances of the case. For amounts over \$100,000, inquire. These are flat-fee non-refundable retainers for which no hourly billing or accounting is made. There is no refund for any alleged “unused” portion. The retainer and our obligation to the client automatically end at the conclusion of the specified time period or when we, in our discretion, declare an impasse. There is a reason for these time limitations. As a general rule, based on our experience, disputes not settled in 60 to 90 days should either be escalated to the level of litigation or abandoned.

Credibility Policy on Demand Letters. As a matter of ethics and professional credibility, we always do exactly what we tell the opposition we will do . . . so we will not write a letter threatening a lawsuit or other action unless the client has pledged to us in advance that he or she is actually willing to back it up. A substantial advance retainer deposit may be required as evidence of the client’s ability and willingness to follow through. Otherwise, no threat of litigation will be made.

Mediation. Our fees are \$900 in advance for attending a half-day mediation or \$1,700 for a full day (most mediations are half-day). This does not include fees due the mediator (usually around \$500). While expensive, mediation is far less costly than continued litigation and, according to studies, results in a settlement about 80% of the time. The client is obligated to negotiate with an open mind or we will not accept the case. Our fees are due one week in advance and are not contingent upon the outcome. Absolutely no guarantees are made. Either Mr. Willis or an experienced board-certified colleague may attend.

Disputes and Lawsuits among Family Members. If you are involved in a dispute, lawsuit, or a potential lawsuit against a family member, we understand that legitimate grievances may exist. However, as a matter of firm policy, we simply do not handle these sorts of cases.

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32. Affidavits of Adverse Possession

Complex Area. This is a more complex area than commonly believed, and this Fees & Policies page is not the place to go into technical aspects of the law. For that, it is essential that clients contemplating adverse possession read our web article, Asset Protection in Texas. If questions remain after reading the article, then the inquirer should seek a paid consultation with our attorney before proceeding.

Affidavit Explained. Affidavits of Adverse Possession are a creative device for claiming title to property based on occupying it. They are an alternative to filing an expensive court action to establish title. “Adverse possession” refers to circumstances under which one may lawfully lay claim to ownership not originally one’s own. Civil Practices & Remedies Code sections 16.021 et seq. sets forth rules and conditions which

must be conclusively met in order to establish adverse possession. The affidavit states a person's claim to title, but it is not in itself a deed to the property. It is designed to allow the adverse possessor to use the filed affidavit to obtain credibility of title over a period of time. This method does not produce instant results and therefore is not suited for persons who want to adversely acquire property and then flip it.

Obtaining a Deed to Create a New Chain of Title. Another related creative technique is for the adverse possessor to first file an affidavit; then, based on the filed affidavit, deed the property to a friendly third party; and then have that same third party deed the property back to them. These documents all need to be very carefully timed and worded. If done correctly, the result is a deed in the name of the person claiming ownership which begins a new chain of title. However, this is not the same as a guarantee of insurable title (it is not), a title policy, or a guarantee that any particular title company will not want to scrutinize this transaction. It is a creative technique to be used as a much less-expensive alternative to a full-scale district court action to determine title.

Legal Fees. Fees excluding costs are:

Residential Affidavit of Adverse Possession: \$855

Creative technique for obtaining record title: involves an affidavit of adverse possession plus 2 special warranty deeds (out and back) to create new chain of title: \$1,350

Two deeds for the above purpose (stand alone): \$495

Residential hybrid adverse possession/heirship affidavit: \$1,550

Note, however, that fees in this area are by necessity more variable due to individual circumstances. Certain property situations may be so complex and messy that we will simply quote a non-refundable flat fee (usually ranging from \$1,500 to \$3,500 excluding filing) for the job.

Online Process. The Affidavit of Heirship/deed preparation process is handled online without in-office meetings.

Consultation. This is a complicated area. If you do not know if you have a good case for adverse possession, are uncertain of the law, or would like your case evaluated, then a paid consultation would be the appropriate first step. Consult fees are not credited toward any document preparation work that may follow.

Adverse Possession Affidavit Method vs. Court Action. The affidavit of adverse possession is a relatively inexpensive creative process designed to avoid the greater cost of title litigation which can easily cost \$10,000 to \$20,000 - or more if contested. We gladly accommodate clients who want to take this approach. However, there is a certain level of risk in the affidavit method. Although we do our best in the preparation of all legal

documents, we are unable to guarantee that an affidavit of adverse possession that we prepare will be “approved” by any particular lender or “accepted” by any future title company. Lender policies vary widely. Title companies are individually owned and underwritten and have different procedures and policies which change unpredictably. A lender or title company may be hesitant or require additional documentation. So no ironclad assurances can be made to the client. Although the affidavit method has a high rate of success, particularly over time, if absolute and short-term certainty is required then the client should take the more expensive route of seeking a judicial determination of title (i.e., a lawsuit and a judgment) from a district court.

Legal Limitations. We are glad to assist clients who have legitimate cases for adverse possession; however, *adverse possession is not an investor strategy or a business plan for accumulating or flipping real estate, and we will not assist prospective clients who engage in this practice. It is illegal and may be subject to criminal prosecution.* We suggest you read our web article entitled “Adverse Possession in Texas” for details before proceeding.

Recording Executed Documents in the Real Property Records. Add \$50 handling per document (plus the applicable filing fee) if we are asked to perform the task of filing documents with the county clerk. Note that only original notarized documents can be filed. Signed and notarized originals will have to be mailed to us if we are to file them. It is usually more efficient for the client to record such documents directly with the local county clerk.

Finality of Documents. Document preparation fees are for document drafting/review/correction in the immediate time frame. Three calendar days after delivery of documents to the client, all documents provided are automatically considered final. A document preparation fee is not a lifetime retainer for an indefinite number of changes forever, at least not in a flat-fee system. Requesting changes weeks, months, or years later (yes, this happens) will incur additional charges.

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33. Additional Policies Relating to Legal Fees and Costs

Online Fees. Fees quoted on this website are for services provided online, supplemented if necessary by phone and fax.

In-Office Meetings and Services. To the extent that these are available, in-office fees may be significantly higher than the corresponding online fee. Inquire.

Scope of Legal fees. All of our flat-fee services are individually priced per item. Neither costs nor extra services are ever included in flat fee quotes. Flat fees are strictly limited to the subject item plus reasonable follow-up in the immediate time frame (three calendar days). They do not include legal services not expressly included in the flat fee,

supplemental or unrelated document preparation, physical inspection by us of property, travel to rural counties, research in the courthouse, and the like unless express prior arrangements and additional payment are made.

Costs not Included in Fees. Legal fees *never* include costs such as clerk's filing fees, court reporters, mediators' fees, overnight delivery, and other costs. A quote for legal fees (even a flat fee) *never* includes costs and expenses. Clerks' filing fees, court reporter fees, mediator fees, and the like are *always extra*. This is true at nearly all law firms. Costs imposed by third parties are beyond our control and subject to change without notice.

Flat Fees and the Occasional Exception. Flat fees (as opposed to hourly fees) are an accommodation to the client and are quoted with the understanding that reasonable adjustment may be necessary if there is a substantial increase in legal work due to unforeseen circumstances.

Flat Fees - Reasonableness Standard. We offer flat fees strictly as an accommodation to the client but we must maintain a reasonableness standard. Example: a client seeks a residential consultation but then accompanies the request with an overwhelming number of questions and/or many legal or financial documents for us to read and analyze. As a result, the task could take hours. That is not reasonable at such a low fee level. Another example would be a flat-fee representation in which an attorney unexpectedly appears on the other side who then increases the quantity of legal work significantly beyond what was anticipated. There are many possible examples to which our reasonableness standard would apply. Accordingly, we reserve the right to determine what is a reasonable scope of work for any flat fee and then, after discussing the matter with the client, increase the fee, convert to an hourly rate, or decline the representation and refund the unused portion of the client's payment (if any). If agreement with the client cannot be reached on these matters we may terminate the employment on such terms as we deem equitable in our sole discretion. If a refund is made, the appropriate consultation fee will be deducted from any such refund in order to cover our time expended to date.

Refunds. We reserve the right to terminate our representation at any time if we consider it appropriate to do so and, if equitable, issue a refund in an appropriate amount. If time and effort have been expended, a consultation fee (at minimum) will be deducted from the amount refunded. Refund is exclusively by law firm check mailed by first-class U.S. Mail to a domestic (i.e., United States) address. -

Accounting for Flat Fees. No hourly accounting is ever kept or made in flat-fee matters, and the client has no right to demand one.

Hourly fees. This is a flat-fee office for the most part. However, when hourly billing is appropriate, the rate is \$375 per hour for out-of-court time, \$500 per hour for in-court time, and \$100 per hour for travel time (one hour minimum each way to the local courthouse).

No Contingency Fees. We do not accept contingency cases. Such arrangements are usually offered by personal injury attorneys who expect to collect settlements from insurance companies with deep pockets, which is not generally true of real estate and business lawyers.

Statements. When sent out as quotes or estimates, statements are good for three calendar days only.

Fees for Services Performed on Weekends and Holidays. An urgent matter may require you to request services on a weekend or during the holidays. We understand. However, fees increase by 20%.

Fees are Non-Refundable. Fees, once paid, are entirely non-refundable in nearly all cases. The sole exception is when express advance provision is made in writing (in a written agreement or a clear mutually-agreed email) that funds not fully used in a particular case will result in a partial refund to the client. If a partial retainer refund is due, it will be calculated at our firm's sole discretion based on our flat fees, our hourly rate, or a combination of both. Refund is exclusively by law firm check mailed by first-class U.S. Mail to a domestic (i.e., United States) address.

Expiration of Fees and Retainers. Payment of fees and/or a retainer does not result in this law firm being obligated to deliver services indefinitely into the future. For example, online consultations automatically end after three calendar days; documents we provide are also automatically considered final three calendar days after delivery to the client. *All retainers, overpayments, or credits to a client's account must be used within six months or they automatically expire in their entirety, without exception.* Certain pre-arranged retainers may be expressly limited to a shorter term. The point is, fee and retainer arrangements are finite and not perpetual in nature.

Fees and Retainers are Not Held in Trust or Escrow. All fee and retainer payments absolutely and unconditionally belong to the attorney immediately upon payment, without exception. These funds no longer belong to the client, in whole or in part. There is no requirement whatsoever that such funds be held "in trust" or "in escrow" or deposited in a separate or segregated account for any purpose or for any period of time. There is no requirement that interest on any such funds be paid to the client. *Such funds are stipulated to be current payment for legal services rendered or to be rendered. They belong to the attorney as soon as they are paid and may be immediately deposited directly into this firm's operating account. No exceptions, ever.*

Timely Payment of Invoices. Invoices are immediately due upon delivery of the invoice to the client. Payment is officially late ten days after delivery of the invoice or statement. Late payment or non-payment within ten days may result in termination of the attorney-client relationship. In particular, after a legal services bill is more than 10 days late, we are automatically relieved of any obligation to continue delivering legal services, without notice to or consent from the client. Depending on the circumstances, clients in default may be considered adverse parties subject to legal action.

Receipts. Receipt of payment may always take the form of an email acknowledgment that payment has been received. Such an email is an official receipt from this firm. If the client needs a physical receipt, this email should be printed out for the client's records. Occasionally a client requests a detailed statement in a specified form that satisfies that client's own internal accounting requirements. We will provide one for a \$50 charge.

Forcing us to Request Payment. We send statements and invoices and expect them to be promptly and discreetly paid, without fuss or delay. It is both uncomfortable and unprofessional for a client to put us in the position of asking for payment of an outstanding invoice. Please do not do this if you wish us to continue to act as your counsel, as it is grounds for our withdrawal.

Disbursements to Clients and Third Parties. In the event there is disbursement due a client or third party, payment will be by law firm check and this office shall have thirty days in which to make that payment. There is no requirement that such payment be made by cashiers check or certified funds.

Client Refunds. In the event this firm elects at its discretion to make a full or partial refund of funds to a client, payment will be by law firm check and this office will have thirty days in which to make that payment. The check will be sent by first-class U.S. mail to a domestic (U.S.) address. If the original payment was received by credit, debit, or wire, the refund or disbursement shall be net after deduction of transaction charges such as fees charged by credit/debit card processors. If substantial attorney time has been expended or legal advice given (as determined in our sole discretion) the net refund will be less the appropriate consultation fee. *We may, at our discretion, require that the client sign a full and complete release prior to issuance of a refund.*

Compare Fees. We consider our fees to be reasonable in light of our unique specialties and the availability of fast services online, but we are not a discount law office and make no attempt to compete with the lowest fees in the marketplace. You are encouraged to compare our fees with those charged by other board-certified lawyers with many years' experience.

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34. Additional Policies Relating to Document Preparation

Document Preparation Fees – Immediate Time Frame. Document preparation fees are for document drafting/review/correction in the immediate time frame (three calendar days). After expiration of that period, all documents provided to clients are automatically considered final. We are certainly willing to accommodate clients with reasonable changes and the like; however, asking us to make changes to documents weeks, months, or years later (yes, this happens) is not reasonable and will incur additional fees.

Document Preparation Fees do not Include Filing Fees or the Cost of Recording in the Real Property Records. Document preparation fees do not include additional services beyond actual preparation of the document itself (examples include negotiations with the opposing party, filing documents with government offices, or later amendments to filed documents), although these services are available at an additional charge. This is the nature of a flat-fee system.

Advance Payment Required for Document Preparation. Advance payment is required. This includes fees for closing documents (in other words, we do not take the risk that the transaction will not close) and always exclude filing fees. Our charges are for documents only and do not include free in-house closings.

In-Office Closings. Closings in our office are not included in stand-alone document preparation fees since closings are a time consuming service (an hour or more) separate and additional to document preparation. If our contemporaneous input is needed at closing, “conference call closings” are usually a satisfactory alternative, so long as the client has a notary and a copier available on site.

Preparing Documents vs. Negotiating Documents. Flat document preparation fees do not include additional services such as negotiating terms and provisions with other parties or their lawyers. Negotiation is a time-consuming function distinct from merely drawing up a legal document and is a separately charged-for service. This is the nature of a flat-fee system.

Document Preparation Fees are not a Long-Term Retainer. Legal advice over time is an extra level of service that is not included in our document preparation fees, which are stand-alone flat fees priced for fast delivery of quality documents. Our responsibility to make corrections and changes automatically concludes three calendar days after delivery, and the documents are considered final. This is how a flat-fee system works. If our advice and services are required over a period of time into the future, we are certainly available for this – but for a charge which is in addition to the document preparation charge (usually in the form of a retainer).

Sending the Client to Law School. Occasionally, a client will – in addition to requesting a consultation or that we prepare a certain document – also ask that we engage in a detailed or extensive theoretical discussion of the law. For example, the client may want to pull apart a trust agreement or an LLC company agreement and request a legal analysis of why each provision was written in a certain way. Other clients may want a comparison of Texas practice to that of other jurisdictions, or a comparison with federal law, and ask that we provide citations to relevant cases and statutes. While we are willing to provide a brief explanation of certain of these matters (it is a question of degree), we must decline to enter into discussions, debates, or extensive analyses of legal theory, the history or evolution of jurisprudence, or comparative law. We are not a law school. This extra level of service is simply not included in our flat-fee system. Flat fees (whether for consultations or document preparation) are designed to be economical stand-alone fees priced for fast delivery of quality custom documents and services – but without extra frills.

This section overlaps with our “reasonableness” requirement (mentioned above) in connection with flat fees. As has been said, we will not allow this firm to be taken advantage of by the flat-fee system, which is intended to be a convenience and an accommodation for clients who desire relative certainty in their budgeting for legal services. If the client wishes to take a different, inconsistent, or more extensive approach, we may decline, cease work and offer a partial refund, or at our discretion convert the existing arrangement to hourly billing.

Use of the Attorney as Trustee in Real Estate Documents. Use of the attorney’s name as trustee (e.g., on a deed of trust or a simultaneous conveyance) is *not* a free service. Acting as trustee can incur significant liability for us by making the attorney a target for litigation (trustees are sued all the time) and an appropriate charge (beginning at \$25 for residential deeds of trust) is therefore added to compensate for risk. We may choose to decline to act as trustee in any transaction or on any document at our discretion. We *never* act as trustee on clients’ land trusts. We *never* act as trustee on any document that is not prepared by this office.

Document Preparation on Weekends and Holidays. Legal documents may be available on weekends and holidays, by request and for an additional fee of 20%. All legal fees increase by 20% in the last 10 days of the calendar year because of the intense rush to complete company formation and other transactions before January 1st (which happens every year). No discounts or credits of any kind are available during this time.

Legal Descriptions of Real Property. It is the client’s responsibility to provide us with a clear and legible legal description (lot and block or metes and bounds) in connection with preparation of real estate documents. The client may have to enlarge or darken their copy, re-transmit to us, obtain a clearer copy from the clerk’s office or title company, or take whatever other steps are necessary for us to have an accurate and legible description to work from. At times, it may even be necessary to first obtain a new survey so as to have a “clean” and/or valid exhibit to a document, since clerks may not accept documents with exhibits that cannot be easily read. In such cases they may affix a notation that the property description is illegible. This is unsatisfactory for the client because it casts the transaction in doubt, and it creates potential liability for us. We may choose to decline a case at our discretion if the client is unable to supply legible copies. *We do not accept any liability if a client chooses to attach an illegible exhibit or legal description to a document that we prepare.*

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35. Additional Policies Relating to Client Review of Documents

Draft Documents – Client Review. We may send drafts of documents to the client to review. *It is the client’s responsibility to read these drafts carefully and promptly (within three calendar days) make us aware of specific changes or corrections that need to be*

made. This is an expected and required level of professional cooperation on the part of the client. If we receive no request for changes or corrections within the three calendar day period, the documents are automatically considered final. No exceptions.

Changes and Corrections. We gladly make corrections and reasonable changes within the immediate time frame (three calendar days). This time limitation is necessary, since otherwise we have found clients asking us to make changes months or even years later. *After three calendar days, documents we have sent to the client are automatically considered final.* Changes desired by the client after that time will incur appropriate additional revision fees.

Major Rewrites by the Client. Our documents are appropriately customized but nonetheless follow a certain pattern and format. This is true in all law firms. Our format is taken into account in our flat-fee pricing. If the client desires a significant rewrite of a document that departs from our usual format, or requires alterations that amount to more than a few minor changes, then a significantly higher custom document preparation fee would apply. Alternatively, we may offer a switch to our hourly billing rate (two-hour minimum). Custom drafting services are most definitely available (we do these often) but not at the usual quoted flat-fee.

No “Bits and Pieces” Representation. We are occasionally asked to review and comment on a document that is part of a larger transaction – but we are not allowed to see or asked to review the other documents, examine correspondence to ascertain the intent of the parties, represent the client in the transaction, evaluate the title to real estate, or otherwise become involved in the “big picture” as to what is taking place. This is usually motivated by a client’s desire to avoid or limit the amount of attorney’s fees. Unfortunately, this puts us at a disadvantage since we are prevented from achieving a full understanding of the context, which is essential to good legal advice. Being asked to provide counsel with only limited information about the total transaction is also risky for us in terms of professional liability. It is like asking your surgeon to replace only part of your knee because you are going to do the rest yourself. We may therefore offer to represent the client in the entire transaction or not at all.

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36. Additional Policies Relating to Document Delivery to Clients

Online Delivery. We are proud of our ability to deliver quality, customized documents in record time, usually within two business days of receiving the necessary background information from the client, weekends and holidays excluded. Note that there may be occasions when the attorney is traveling, attending a seminar, on vacation, in trial, or otherwise engaged, and we may then not be able to meet this goal. All documents are delivered by email pdf attachment.

Pestering. Our usual process is to deliver documents within two business days, weekends and holidays excluded. We often complete the job sooner. As far as we know, no other quality law office is faster. So recurrent calls or emails from the client asking “Is it done yet?” are not helpful. Please allow us adequate time to do our job. Persistent pestering may result in our stopping work and issuing a refund in an amount that we deem appropriate under the circumstances.

Shipping Company Books and Documents. We usually use UPS ground for shipping. We retain tracking information for 30 days only. *Clients must let us know within the 30-day period if a shipment was not received.* Past 30 days, we have no responsibility to track or replace missing shipments.

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37. Additional Policies Relating to the Filing of Documents with Government Offices

Execution and Recording of Real Estate Documents. When we email real estate documents to a client, the client should execute the original document before a notary, make copies for all concerned, and then (if the document is intended to be filed) record the original executed and notarized document in the county clerk’s real property records (there is a modest per-page recording fee that varies by county – check their website). Only original documents may be filed.

Duty to File Documents such as Warranty Deeds and Deeds of Trust. Unless this office is specifically instructed and paid to handle the filing of documents in the county clerk’s real property records, the prompt filing of original real estate documents is entirely the responsibility of the client. This firm sends real estate documents all over Texas, and it is usually more efficient for the client to do his or her own filing locally, without all the back and forth and related delay, which is the reason for this policy. Note that we assume absolutely no liability for the correct recording (or non-recording) of documents that a client files on a do-it-yourself basis.

If We are Asked to Record Documents. If we are asked to handle filing, the original document(s) will need to be executed before a notary and returned to us (since only originals can be filed with the county clerk). Add \$50 to our fees plus the clerk’s filing fee (usually about \$28 - \$32 for a deed, more for longer documents). We send documents for recording by first-class mail in the usual course of business unless other prior arrangements are made for expedited delivery.

Minor Clerical Errors on Documents we have Filed or Documents Received from the Printing Company. We take reasonable precautions to avoid errors and will of course act to correct major errors, defined as errors that have substantive legal effect. However, it is *not* our policy to re-file documents with clerks or otherwise incur expenses

to correct minor clerical errors (e.g., a missing comma or the like) that have no substantive legal effect. "Substantive legal effect" is defined at our sole discretion.

Errors in Document Processing by Clerks. Clerks vary widely in processing time and occasionally make mistakes. These public offices are underfunded and understaffed. We cannot be responsible for delays, omissions, or errors caused by a county clerk, district clerk, or a secretary of state, and we can never be precise as to the time it will take for a document to be processed in a clerk's office and the original filed or returned. If it is necessary to take action to correct a clerk's error or omission, or if a document must be re-filed due to a clerk's oversight or error, then additional legal fees and costs may apply, and these are the sole responsibility of the client. This firm does not ever absorb such fees and costs.

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38. Additional Policies Relating to Attorney-Client Communications (Including Client Obligations)

Agreement to use Email Whenever Possible to Avoid Phone Tag. Good attorney-client communication is essential. Clients agree to check their email at least once daily while we are working together. This includes checking the spam folder. If our emails to a client persistently bounce back, then the client will be asked to supply a different email address. If the client does not do so, we may terminate the representation.

Texting. Texting is not suitable for communications in legal matters. Please avoid it.

Clients with Multiple Email Addresses. We prefer not to get involved with this because (1) we have many clients with whom we are exchanging emails at any given moment, a number of them in different time zones, and it is difficult for us to remember individual home emails, work emails, spousal emails, travel emails, and the various local times at which these are to be used; and (2) using multiple email addresses breaks the email thread which we rely upon to insure the continuity of our discussions concerning your case. Kindly choose an email address you wish us to use and stick to it.

Clients Should Read our Applicable Legal Article(s). Client education is vital and it is part of the client's obligation to be fully informed on his or her case. We strongly suggest that clients read our web article(s) applicable to their issues prior to engaging our firm. This ensures we have delivered maximum relevant information to the client. By hiring us, the client certifies that he or she has first read this information.

"Immediate Time Frame." We include questions, follow up, and changes/corrections with a number of our legal services (including consultations, APRs, and document preparation) within the immediate time frame, defined to be three calendar days and no longer. After that, payment of an appropriate additional fee is required. If one were to visit

an attorney in his or her office, one would have that 50 minute period in which to ask questions, and no more . . . so we consider our 3 day Q&A policy to be exceedingly reasonable. *No exceptions.*

Client-Provided Summaries. To save time and ensure accuracy we may ask that a client organize information and summarize a list of items – for instance, a list of overdue note payments with due dates, or a list of street addresses matched with lot and block descriptions of real property. This is part of the client’s responsibility and is an expected level of professional cooperation. Failure to cooperate in this manner may result in termination of legal services without refund.

Inquiries on Behalf of Others. We occasionally receive inquiries from persons who are asking about the legal situation of another. For liability/confidentiality reasons, we prefer to deal directly with potential clients, so we may respectfully decline to respond to such an inquiry.

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39. Additional Policies Relating to In-Office Meetings, Court Dates and Scheduling

In-Office Meetings and Services. These are not available for initial consultations or new clients. To the extent that these are available after that, fees are usually higher than the corresponding online fee. Inquire.

Court Dates. Court dates do *not* go onto the attorney’s calendar unless and until a retainer deposit is received and the attorney expressly confirms that he or an associate will be present. Never assume that an attorney will appear on your behalf, merely because you have informed him that a court date is approaching, unless this has been expressly confirmed in advance. The attorney is under no obligation to appear unless retained and paid in advance specifically for that purpose.

“Meet and Greet.” We occasionally receive requests for an old-fashioned free "meet and greet" or "interview" – either in person or by phone – in order for a prospective client to determine if this is the law office best suited to his or her needs. Regretfully, time limitations and the demands of our existing clients do not allow us to include such free discussions in our business model. We view them as paid consultations. *No free attorney time – online, on the telephone, or in-office - is offered.*

Associated Attorneys. In the event of a scheduling conflict, at our discretion, a qualified associated attorney may appear in court, at a foreclosure, a mediation, or other similar matter without notice to or consent from the client or a reduction in fee.

Attorney Vacations. Everyone needs a vacation. There is no requirement that our attorney post his vacation schedule in advance on the website. There is no requirement that our attorney notify current clients that he is leaving on vacation.

Christmas/New Year holidays. This is a busy time for document preparation and entity formation since many clients want to complete transactions or establish companies by the first of the year. The Secretary of State's office (always understaffed) is backed up during the holidays. The printing company that produces our company books is swamped. U.S. Mail and UPS are slow. We may be working during part of this period, but patience is required. All legal fees increase by 20% in the last 10 days of the calendar year because of the intense rush to complete transactions before January 1st. *No discounts or credits of any kind are available during this time.*

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40. Additional Policies Relating to Real Estate Brokerage Services

Real estate brokerage services. Before engaging this firm in a real estate brokerage capacity we ask that you first read "Information about Brokerage Services" (a required notice) which is available at the TREC website:

 <http://www.trec.state.tx.us/pdf/contracts/OP-K.pdf>.

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41. Additional Policies Relating to Title Companies and Lenders

Title Insurance and Title Reports. This office is not affiliated with a title company and does not offer title reports, title insurance, or title company-style closings. A title search or title policy may be obtained but is *not* included in the fee for preparing a warranty deed or other document. Such a fee is paid directly to the title company or title researcher. *All buyers of real estate are advised to perform thorough due diligence which includes checking the status of title, property taxes, the existence of liens, and the like prior to closing. Similarly, all clients foreclosing on real property are encouraged to obtain a title report to determine if there is an IRS lien (we do not automatically do this).*

No Responsibility for Title Company Policies or Actions. Although regulated by the State Board of Insurance, title companies are independently owned and underwritten. They can be demanding, arbitrary, and even whimsical about what they require or approve. Our documents are always legally effective, but we make no guarantees concerning any particular title company's preferences, demands, or underwriting approval. Complying with such demands, or negotiating with title company closers or attorneys, will incur additional fees. Note that for certain creative transactions, it is

occasionally necessary to "shop" title companies to find one that is amenable to the transaction at hand.

No Responsibility for Lender Actions or Loan Approval. Nearly all lenders have become more difficult to deal with since the real estate crash of 2008. They can be demanding, arbitrary, and even whimsical about what they require or approve. Our documents are always legally effective, but we make no assurances or guarantees concerning any particular lender's requirements or underwriting. These are not matters of law but instead pertain to a lender's internal rules and policies, over which we have no control. *In particular, we do not guarantee that a client will be able to open a depository account or get loan approval from any particular lender in the case of any particular person or entity.* Note that it is occasionally necessary to "shop" lenders in order to find one that is friendly to a client's business structure and strategy. This is part of a client's professional due diligence obligation with respect to his or her own business. It is not a legal matter and it is not our law firm's responsibility.

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42. Additional Policies Relating to Limitations on Advice and Services We Offer

No Tax, Accounting, or Book Keeping Advice. We are not tax advisors or tax return preparers and we have no such persons on our staff. *We give no tax, accounting, or bookkeeping advice at all.* Any comments we make concerning such matters, particularly federal or state taxation, are intended to be general in nature and should be double-checked with a qualified tax advisor before proceeding. *All clients are encouraged to have an experienced CPA who should be consulted every time there are potential tax and accounting consequences. Also: we do not send reminders at tax time.*

1031 Exchanges. We prepare real estate transfer documents of all kinds. Our documents are not specific to 1031 exchanges (or any other particular tax consequence) - in other words, there are no clauses in the documents that refer to section 1031 provisions or compliance. For example, if the subject transaction is a wraparound, then the documents we produce are our customary wrap documents. In our view, the 1031 aspect is entirely dealt with on the accounting side and with the client's retirement fund manager. Consult your CPA.

No Technical Insurance Advice. We are not insurance advisers in the technical sense. Any comments made by us concerning insurance are intended to be general in nature and pertain solely to the legal aspects of coverage and insurability. *All clients are encouraged to have a good insurance agent or broker who should be consulted every time there are potential insurance or coverage issues.*

Document Review/Comment - Limitations. We gladly review and comment on legal documents prepared by other professionals (attorneys and realtors *only*) for the usual

investor consultation fee. We are occasionally asked to review out-of-state forms, investment seminar forms, or documents obtained from the internet in order to determine whether they would be valid in Texas. As part of an investor consultation, we are willing to say “yes” or “no” to the legal validity of these forms in Texas, but that is all. We do not comment further on them. It is not part of our practice to modify these non-standard forms (which are often deficient) in order to make them conform to Texas law . . . so we respectfully decline to do this. *In particular, we do not “review” and “fix” guru/mentor/seminar documents, most of which fail to comply with Texas law.* Many of these forms are plainly both junk and litigation bait, and our clients are strongly cautioned against their use in most cases. For our part, we do not want the liability of even attempting to fix them. This firm has its own proven and sophisticated documentary formats for Texas real estate and business transactions that have evolved over the years during the course of thousands of transactions, and we carefully and conscientiously adapt these in order to produce quality custom documents suited to the specific client and case. Finally, we do not attempt to review or comment on homegrown DIY documents (they are just too far out of the box – we’ve even seen one scribbled on a napkin). We are not alone in having these policies. We do not know of any quality law firm that engages in this sort of work.

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43. Additional Policies Relating to the Types of Cases We Accept

Our Discretion in Accepting Cases. Whether we accept a case or client is entirely at the discretion of this firm.

Do-it-Yourselfers. We occasionally receive requests from persons who want assistance doing their own legal work. We regret that we cannot include such services as part of our business model.

Half-Finished Cases. We occasionally receive requests to assume responsibility for a case that someone has been working on themselves *pro se* (without a lawyer). Because of the number of lawsuits against attorneys, we decline to assume professional liability for what a client did or did not do while the client was attempting to handle a legal matter without a lawyer. This is particularly true in lawsuits, evictions, and foreclosures where timing and content of notices and pleadings are critical. We respectfully refuse such cases unless we are able to re-start the process from the beginning for at (at least) the full fee.

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44. Additional Policies Relating to “No Guarantees”

Outcome Guarantees. This office never issues guarantees of any kind at any time concerning the outcome of proposed transactions, entity formation, legal disputes, or litigation. Ever. We certainly do our part, but the rest is out of our hands. The client's obligation to pay fees is never contingent upon the outcome.

Guarantees Relating to Filing and Recording of Documents. No guarantee is ever made that a government office will accept any particular document for filing or recording. In particular, Texas has 254 county clerks as well as a Secretary of State and Comptroller, all of whom are free to accept or reject the filing of a document for reasons of their own.

Closing Guarantees. We prepare closing documents, we do not guarantee that any particular transaction will close and fund. No refunds for document preparation fees are made if a transaction fails to close for any reason.

Guarantees of Title Company Approval for Creative Documents. Although we prepare such documents as affidavits of heirship, affidavits of adverse possession, and the like, these are creative approaches utilized in lieu of more expensive and certain court remedies. Title companies are individually owned and underwritten and have different policies and procedures that change over time, so we are unable to make guarantees that any particular title company will "accept" a creative document that we have prepared. Additional curative work may be required and if so, it will be at the client's expense.

Bank Account Guarantees. No guarantee is ever made that a client or a client's entity will be permitted to establish a depository or investment account at any particular bank. Ever. Bank policies regarding new accounts vary widely and we are not responsible for these. Any alleged representations and warranties as to a client's ability to open a bank account are expressly disclaimed.

Loan Guarantees. This firm does not make any assurances that a client or a client's entity will be able to get a loan from any particular lender. Ever. Bank underwriting policies vary widely and we are not responsible for these. Any alleged representations and warranties as to a client's ability to get a loan are expressly disclaimed.

Insurability Guarantees. This firm does not guarantee that any real property owned or acquired by a client will be insurable against loss or damage.

Cooperation by Appraisal Districts. There are around 254 appraisal districts in Texas, all with their own independent policies and procedures. We make no guarantees or assurances whatsoever that an appraisal district will (for example) grant a homestead exemption or take any other action in any particular case or circumstance. We may prepare documents in support of a client's efforts in this area, but the outcome is never guaranteed. Internal action within the appraisal district (e.g., an appeal) may be required in certain cases. Appeals are not included in our fees.

45. Additional Policies Relating to Intellectual Property

The Documents We Prepare are our Copyrighted Intellectual Property. Our firm retains sole and exclusive intellectual property rights to the creative and unique documents we produce. Accordingly, all documents produced by this office are proprietary and licensed to the client for use in a particular circumstance or transaction only. They are not sold. The client does *not* purchase ownership of our documents or the right to use them in other circumstances or transactions. Our documents may not be reproduced, re-used in any manner, or disseminated without our prior written permission.

Editable Versions of Documents. Quality custom documents tailored to the transaction is our main focus. With the exception of a limited number of “investor templates” listed above, our documents are supplied to the client only in PDF format, not in Word or other editable format. This is for intellectual property reasons and also to reduce our professional liability as a consequence of unintended re-use. *Please do not ask for editable forms or templates.*

No “Returns.” Because the content of our documentation is creative and proprietary, there is no “return” once our documents are delivered. *No exceptions.*

Penalties. Violation of this section on intellectual property automatically terminates the attorney-client relationship and our duty of loyalty to the client, who then becomes an adverse party. This firm will take every reasonable and necessary step to prevent theft of its intellectual property, including filing suit. It is agreed that in such cases this firm is entitled to injunctive relief and liquidated damages in the amount of \$1,000 per day.

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46. Additional Policies Relating to Record Keeping

File Retention Policy. *We disclaim any responsibility for keeping any files (hard copy or electronic) for any minimum or specific period.* In accordance with the Identity Theft Enforcement and Protection Act, hard-copy client files are shredded before disposal.

The Client’s File. Clients receive copies of all documents and correspondence pertaining to their case as the case progresses. *This is the client’s file. Keeping these copies and maintaining them in an orderly manner is the client’s responsibility.* Our file (both hard copy and electronic) remains the property of this office and may be disposed of or deleted at any time without consent of or notice to the client. Reproduction of our file, if we still have it, will incur a \$150 fee.

Original Documents. We never retain original documents. Ever. Our files contain only electronic copies of (mostly) unexecuted documents. The client agrees and stipulates that this is the total extent of our record keeping obligation and that nothing further or more extensive on our part is expected or required. It is not necessary to send us copies of your fully executed documents.

Holding Documents or Company Books for Pick-Up at Some Later Time. It is not our policy to act as a storage facility for original documents or items. Accordingly, it is our policy to promptly prepare documents and company books and then promptly email or ship them out.

Data Loss or Breach. The retention and protection of electronic records remains an imperfect science, and with a public website there is always both risk of data loss and breach of information. We are mindful of this and take reasonable precautions to prevent data loss and hacking; however, we make no guarantees that such events will not occur. We are not a technology company and do not have the resources or ability to maintain ultra-secure systems. Clients expressly accept the risks and realities involved in online communications. All clients hold us entirely harmless in the event of data loss or breach.

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47. Additional Policies Relating to Litigation

Litigation Review Required. A paid litigation review (see section 8 for fees) is required for us to evaluate a litigation case prior to our accepting it. Evaluating a case to determine if it has merit and reviewing background facts and documents is not a free service.

Increasing Costs. The costs of litigation have doubled in the last ten years – for everyone, including the attorneys involved. Because of this and for ethical reasons, only quality cases with legal merit are accepted.

Minimum Requirements and Standards for Accepting a Case. Any case we accept must present both clear liability on the part of the defendant *and* real monetary damages in excess of \$25,000. Our office has additional requirements:

1. *We will not threaten a lawsuit in a demand letter unless the client has posted a substantial retainer in our trust account. This is our credibility policy.*
2. *We will not file a suit that is frivolous or in furtherance of illegal or unjust ends.*
3. *It is our firm's policy not to file suits among family members. Life is too short.*
4. *We will not file a lawsuit unless the client has proven to us in advance that he or she has the liquid financial resources to prosecute the suit at a sophisticated level through trial. A bank statement or other evidence of available funds is required.*

Justice Court. For smaller cases, we may assist a client in preparing his or her own case to present *pro se* (without a lawyer) in Justice Court where the jurisdictional limit is \$10,000 and attorneys are not required.

Hourly Rates. As to hourly rates, we quote two rates: one for out-of-court time, the other for in-court time, although we may agree instead to a series of flat fee installments. Travel time is separately billed. Contingency fee arrangements are *not* available.

Retainers – Filing or Answering a Suit.

1. *Initial retainer for filing suit.* The initial non-refundable retainer for commencing litigation as a plaintiff in a non-TRO case is \$7,500. Expect to pay additional retainer installments as the case progresses. A copy of a bank or brokerage statement showing at least \$15,000 in liquid funds for future billings is required. If you do not have these resources, then the hard truth is that you cannot afford to litigate.
2. *Initial retainer for answering a suit.* The initial non-refundable retainer for lawsuit defense is usually \$7,500 in a non-TRO case (unless the client wishes to file a counterclaim, in which case the retainer is increased by \$1,000) plus a stipulated \$500 in costs for a total of \$9,000. Expect to pay additional retainer installments as the case progresses. A copy of a bank or brokerage statement showing additional liquid financial resources for future billings is required.

Litigation Retainers. Retainers are intended to be initial, lump sum payments and may not be paid in installments. Initial litigation retainers are non-refundable. In complex cases involving numerous parties, the initial retainer and cost deposit may be greater. Included in the non-refundable initial retainer are detailed preliminary pleadings, a first round of written discovery requests and/or responses, a half-day mediation if ordered by the court, and settlement negotiations and documents. *No hourly accounting is made for these flat-fee items.* Once completed, additional retainer installments will be required if legal representation is to continue. For detail on the litigation process, and as a prerequisite to hiring us, please read our article [Litigation in Texas](#).

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48. Client Misrepresentation, Default, or Illegality

Client Misrepresentation of a Case. It is rare but occasionally a prospective client will misrepresent the facts and complexities of a case in order to seek and “lock in” a low flat fee - and then later attempt to hold this firm to the quoted fee when undisclosed issues come to light. If intentional, this is bad-faith conduct and cause for immediate attorney withdrawal. In the event of withdrawal, the attorney may in his sole discretion unilaterally determine an equitable accounting and issue an appropriate refund if warranted.

When a Client Breaks his or her Word. This firm strives to uphold traditional Texas values including the idea that one’s word is one’s bond. When a client breaks his or her word to us with regard to payment of fees or costs or performance of the client’s obligations, this is not only a contractual breach it may also be a criminal offense (e.g.,

theft of services). If this occurs, we may immediately terminate the attorney-client relationship and cease providing services. If there is a positive balance in the client's account, the attorney may in his sole discretion unilaterally determine an equitable accounting and issue an appropriate refund if warranted. In cases where there is a negative balance, the former client then becomes an adverse party and it is our policy to rigorously pursue all legal remedies to recover funds that are owed to us.

Attorney Withdrawal. The attorney may immediately withdraw from a case and close the file if fees are not timely paid; if the client materially fails to follow this firm's published policies; if the attorney and client have a substantive disagreement concerning case strategy or methods; if the attorney determines that the client's conduct or proposed conduct is unlawful; if the client engages in material misrepresentation or fraudulent conduct; or if a client is rude, unprofessional, unreasonably demanding, belligerent, abusive, or uncooperative. In the event of withdrawal, the attorney may in his discretion determine the value of services rendered to date and, if appropriate (as determined in our sole discretion), issue a partial refund to the client.

Exception to Attorney-Client Confidentiality. This firm is under no obligation to maintain client loyalty or confidentiality in the event a client commits an illegal, unethical, or wrongful act against this firm (e.g., writing us a bad check or committing chargeback fraud). This is an exception to our usual strict policy in such matters. The attorney-client relationship will automatically terminate if this occurs. In such cases, the former client becomes an adverse party and it is our policy to rigorously pursue all legal remedies.

NSF Checks, Declined Payments, and Chargebacks. This office has zero tolerance for theft of legal services (a criminal offense) which will result in immediate termination of representation. If this occurs, our firm is entirely relieved of any obligation to maintain client loyalty or confidentiality. The former client becomes an adverse party, and it is our policy to rigorously pursue all legal remedies and recourse.

Chargeback Fraud. This is the credit card equivalent of wrongfully stopping payment on a check and will result in immediate termination of representation. It is a criminal offense when used to avoid payment for goods or services delivered. If this occurs, our firm is entirely relieved of any obligation to maintain client loyalty or confidentiality. The former client becomes an adverse party, and it is our policy to rigorously pursue all legal remedies and recourse.

Client Defamation. The attorney-client relationship will automatically terminate if this occurs. Our firm is under no obligation to maintain client loyalty or confidentiality in the event a client states or publishes a falsehood regarding our professional abilities or services (libel or slander), whether on the internet or otherwise. The former client becomes an adverse party, and it is our policy to rigorously pursue all legal remedies and recourse.

Payment Failure in the Case of Entity Formation. If a client's payment for LLC formation is not fully made or fails for any reason, then the client's entitlement to or

ownership of the entity formed will, at our election and sole discretion, be entirely forfeited to us, and this firm may either (1) dissolve the new entity; (2) take possession, control, and ownership of the entity and either sell or retain same for our own purposes; and/or (3) unilaterally amend the entity's Certificate of Formation (TX) or Articles of Organization (NV) in any manner we see fit, all without notice to or consent from the client whose payment failed or was not made or completed. The former client becomes an adverse party, and it is our policy to rigorously pursue all legal remedies and recourse.

Accounting in the Case of Defaulting Clients. If a client defaults on a fee/services agreement, and if an accounting is to be rendered as to funds paid vs. services rendered and any costs incurred, then the attorney may use his judgment and sole discretion in allocating whatever payment(s) have been made, first to costs incurred on behalf of the client, and then to the services that this firm has rendered.

Our Right of Offset. Our right of offset is absolute and unlimited. If a client is delinquent on an unpaid invoice, then our firm may, using our sole judgment and discretion, offset the amount of the unpaid invoice against fees previously paid by that client (even if those fees were paid in connection with a separate file or case) in order to arrive at a net amount due either the client or this firm.

Client Fraud, Illegality, or Tax Evasion. This office advises clients on legitimate real estate transactions and asset protection. If it is determined (in our sole discretion) that a client is engaging in unlawful activities, representation will be immediately terminated without refund. We will not participate or assist in illegal, unethical, negligent, or wrongful conduct by a client, nor will we subject ourselves to potential liability for a client's illegal, unethical, negligent, or wrongful acts. In particular, we will not tolerate the authorities alleging that we are a co-conspirator with the client in such acts.

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49. Claims or Litigation Involving This Firm

Obligation to Mediate Claims in Good Faith. If a client presents a claim, grievance, dispute, or cause of action against this law firm or any person associated with it, then, prior to resorting to litigation or the filing of a complaint with any governmental or administrative agency: (a) the parties agree to negotiate in good faith in an effort to resolve the dispute; (b) if the dispute is not settled through negotiation, then the parties agree to mediate in good faith as follows: (1) mediation shall be for one-half day in Harris County, Texas; (2) each party shall each bear that party's own fees, costs and expenses through the mediation and any follow-up work that may be required. If suit is filed without having first submitted the dispute to mediation, the parties agree that said suit shall be abated pending completion of mediation. Texas law applies. *There shall be no requirement that a claim made by this firm against a client be mediated prior to filing of suit.*

Suits Against this Firm. Venue for any suit by a client against this firm or any person associated with it is exclusively in Harris County, Texas. Trial by jury is waived in favor of trial before the court. Recoverable damages are limited to actual, tangible damages. Damages for mental anguish and exemplary damages are entirely and unconditionally waived. Judgments obtained shall bear zero percent interest.

Suits Against a Client. In any litigation brought by this firm against a client, we may present a claim for any and all relief and causes of action permitted by law and equity, including but not limited to a claim for all net unpaid legal fees; unreimbursed costs incurred on the client's behalf; general and special damages of any kind of which the client was a producing cause; exemplary damages to the extent allowed by law or these terms of service; and a request for equitable (injunctive) relief, both temporary and permanent. Any such claim may be presented as a sworn account. It is expressly agreed that venue for any legal action by this firm against a client may be in the county of the client's domicile; the county in which the client's principal business office is located; or in Harris County, Texas. Choice of venue among these alternatives shall be entirely and solely at our discretion. A judgment obtained against a client shall bear 10.00% percent interest. The foregoing are material provisions of our terms of service without which this firm would decline to represent any client.

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50. Email Professionalism

Emojis. Emojis are designed to express emotions in an informal context. They should be avoided in business communications.

Chatting. Occasionally, clients or potential clients misunderstand this firm's role in the online marketplace and seek to utilize us as a free legal chat site. In spite of our significant online presence and our determination to supply an unprecedented amount of free information (by means of our website articles), we remain a business that sells legal advice, documents, and services, so – beyond making preliminary comments – we respectfully decline to engage in prolonged back-and-forth communications on an unpaid basis.

Dribbling. Many clients use handheld devices rather than keyboards and find it convenient to send us multiple short or fragmented bursts of information, often over a period of days or weeks. Occasionally these communications come from more than one email address. This can make our job difficult since we receive many emails each day. To make matters worse, the email thread is often discarded, so we can find ourselves at a loss as to context. Our conclusion? Real estate law and asset protection are serious business and should probably not be conducted entirely by portable device or from multiple sources and addresses. *Please take the time to get to a computer so we can communicate professionally.* Send one or two comprehensive instructional emails with all

relevant attachments that make it clear what we are being asked to do or what documents we are being asked to prepare. Then make payment. We will respond promptly.

Maintain the Thread. Busy professional offices can receive as many as fifty emails or more each day. The goal of most professionals is to be as responsive and thorough as possible; however, this becomes a challenge when we receive an email relating to a pending file that has no thread behind it that we can review for context. We get a lot of these. Often they are signed “Bob,” if they are signed at all. Time is lost because we have to write back and ask “Who is this?” or “What file does this pertain to?” which is inefficient and embarrassing for everyone. Never assume that the recipient of your communications has psychic ability, or that you are the only “Bob” that has ever existed in that person’s life or business.

Cloak & Dagger. This occurs when we receive emails that are not addressed to a specific person and are unsigned. Why the mystery? It is important for confidentiality reasons, particularly in a law office, to know *by whom* an email is sent and *to whom* it is directed. Accordingly, cloak & dagger is unacceptable in a business email. Address your emails and sign them.

Looping. This occurs when a client decides to include our firm (unwillingly) in the loop with all other persons who may have an interest in a particular transaction. The result is that we are copied on multiple emails from persons we do not know. Please do *not* do this without our express permission.

Bombardment. This is when a client engages us for a consultation or APR and then overwhelms us with an excessive quantity of emails, attachments, and unnecessary information wholly beyond and out of proportion to the scope of the consultation. Please keep our reasonableness requirement in mind and refrain from this.

Shouting. Sending an email in all capital letters is universally considered rude and the equivalent of shouting. Underlining your entire email or coloring it all in red falls into this category as well.

Text Talk. Business email is held to a higher standard of professionalism than personal email or texting. Correct spelling and grammar are essential. Never use “text talk” abbreviations such as “ur” for “your” or “OMG” as an exclamatory or other digital slang in business communications.

Rambling. A business email should get to the point and generally not exceed around 200 words. It should be broken into discrete paragraphs to enhance readability. If more content needs to be transmitted, it should generally be done in the form of an attachment. Note that this generally requires that an email be re-read and proofed before it is sent - checked for the basics in other words – spelling, grammar, coherence, completeness. In this sense, an email is no different than any other business letter. If you do not have time for this, you do not have time to communicate with a law office.

Center of the Universe. Professional offices often encounter clients who send emails as if that client were the only person communicating with the firm by email – when in fact businesses receive dozens of emails per day. “Center of the Universe” emails are often unaddressed, unsigned, vague as to content, separated by days or weeks (or even months!), and devoid of an email thread to which the firm can refer – all adding up to unreasonable and egotistical assumptions on the part of the sender that (1) the firm has no one else to communicate with; (2) we have been keeping the sender’s case first and foremost in our thoughts since their last email a week or a month or a year ago; and (3) we have nothing better to do than go back and search through hundreds of emails in order to identify the inquirer and determine what he or she is talking about. Our new policy is not to respond.

The Right to be Left Alone. Occasionally, a lawyer (or any other professional) may be traveling, attending a seminar or a funeral, be on vacation, or something similar. You may receive a message that the recipient is out of the office for a reason such as this, courteously asking that you re-send your message in (say) three days’ time. This is one of the new approaches of busy persons to email. It is no longer acceptable or polite to expect your lawyer (or anyone else) to return from a weekend or a vacation and dig out from under an avalanche of emails. Emails are not the treat they used to be back in the day. The trend now is to respect the privacy of others and not to over-burden them when they come back online. If your message is important, you will re-send it in three days. If it is not, you won’t.

Religion. A business email should not invoke God, offer to bless the recipient, or contain scriptural verses. We live in a diverse society. The recipient of your email may share your religious inclinations or may not, but never make this assumption.

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DISCLAIMER

ALL FEES QUOTED ON THIS SITE ARE GENERAL GUIDELINES ONLY AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND WITHOUT REQUIREMENT THAT SUCH CHANGE BE FIRST POSTED ON THE WEBSITE. FEES MAY ALSO VARY DUE TO UNUSUAL COMPLEXITIES OR RISKS INVOLVED IN PARTICULAR CASES. THIS OFFICE DOES NOT REPRESENT YOU UNLESS WE EXPRESSLY AGREE TO DO SO IN WRITING AND WE HAVE RECEIVED AND ACCEPTED PAYMENT. UNTIL THEN, WE WILL RESPECT YOUR CONFIDENTIALITY BUT NO FORMAL ATTORNEY-CLIENT RELATIONSHIP IS CREATED AND WE HAVE NO OBLIGATIONS TO YOU OR YOUR CASE.