[Your firm name and logo]

[Firm name]
[Firm address]
[Date]
[Client name]
[Client address]
Re: Flat fee for [matter or service]

Dear [Client name],

The work and the price
We will [describe the matter or service] for a flat fee of [amount]. This fee pays for the work listed in the next clause, however much time it takes us.

Included in the flat fee
The flat fee covers: [task 1]; [task 2]; [task 3]; and [deliverable]. It assumes [key assumptions, for example one entity, no more than (number) transactions a month, an uncontested matter].

Not included
The flat fee does not cover: [exclusion 1]; [exclusion 2]; or any work made necessary by facts that differ from the assumptions above. We will quote that work before starting it, as a new fixed price or at [rate] per hour.

Costs
Third-party costs, such as [filing fees, expert fees, appraisals], are [included in the flat fee / billed to you at cost as they arise].

When the fee is earned
The fee is earned in stages: [percentage] when [milestone 1]; [percentage] when [milestone 2]; and the balance when [completion]. We will tell you in writing when each milestone is reached.

For law firms: where prepaid fees are held (optional)
Any part of the fee you pay before it is earned will be held in our client trust account and moved to our operating account as each milestone is reached.

Operating account option (optional)
You have the right to require that the flat fee be held in a trust account until it is earned, and you are entitled to a refund of any part not earned if the engagement ends early or the work is not completed. By signing here, you agree that we may deposit the fee in our operating account instead: _____.

If the engagement ends early
Either of us may end this engagement in writing. You will owe the milestones already reached, plus the value of work done toward the next one at [rate] per hour, but never more than the flat fee. We will refund the rest within [number] days.

Changes in scope
If new facts change the work, such as [added parties, a contested hearing, a new entity, volume above the limit], we will send you a written amendment with the new fee. We will not start the added work until you sign it.

What we need from you
You will send us [documents and information] by [date] and respond to our questions within [number] business days. Delays on your side may move our delivery dates; they do not change the fee unless the scope changes.

Payment
You will pay [all of the fee on signing / (amount) on signing and (amount) at each milestone]. If a payment is more than [number] days late, we may pause the work after written notice.

Fee disputes (optional)
If we disagree about the fee or a refund, we will first try to settle it directly. [If your state bar runs a fee arbitration program, we will tell you about it in writing before any other step.] This letter is governed by the laws of [state].

Monthly package terms (optional)
For a monthly fixed-fee package, the fee of [amount] is billed on the [day] of each month and covers the services listed above for that month only. We will review the price each [month] and give you [number] days' notice of any change.

Signature
Please sign below to agree to this flat fee and its scope, and return a copy to us with the first payment.

Sincerely,
[Professional name], [Title]
[Firm name]
Signature: _____ Date: _____
Client: [Client name]
Signature: _____ Date: _____