

Retainer Agreement for Attorney Services

By this Agreement, _____ (“Client”) retains _____ (“Pro Bono Counsel” or “Attorney”) to advise, represent, appear and act for Client concerning the following matter:

1. The Client certifies that no other attorney is representing him/her in this matter and understands that the Pro Bono Counsel cannot and does not promise a successful outcome.
2. The Pro Bono Counsel agrees to undertake this representation on a pro bono basis, which means that the Pro Bono Counsel will not charge the Client for attorney or paralegal hours expended on this matter. Additionally, Pro Bono Counsel may seek attorney’s fees if appropriate in connection with this matter. Any fees awarded may be retained by Pro Bono Counsel or donated to the _____ Pro Bono Program, at Pro Bono Counsel’s sole discretion.
3. The Client understands that he/she may have to pay some costs associated with this case; including but not limited to;
 - a. agency or court filing fees, and
 - b. costs of service of process, and
 - c. certified mail, and
 - d. any other administrative costs or litigation expenses.
4. Pro Bono Counsel will provide the Client with the opportunity to pre-approve any costs and will make reasonable efforts to keep expenses to a minimum. If the Client does not approve or cannot pay a necessary expense in a timely manner, Pro Bono Counsel may withdraw from the case. If the Client decides to stop the case after fees or expenses have been incurred, the Client will still owe all such costs.
5. The Client agrees to cooperate fully with the Pro Bono Counsel and will promptly notify the Pro Bono Counsel of any of the following:
 - a. any changes in address, telephone number, or changes in the client’s situation which may impact Attorney’s representation; or
 - b. any plans to leave town which might interfere with court dates or appointments.
6. The Client agrees to assist the Pro Bono Counsel with this matter by:
 - a. providing complete information, including information that will assist the Attorney to investigate this matter;

- b. maintaining regular contact with Pro Bono Counsel as is necessary for the conduct of his/her case;
 - c. attending and being on time for all appointments and court dates;
 - d. promptly notifying Pro Bono Counsel when other people contact Client about the case; and
 - e. helping to locate persons who may provide information about this case.
- 7. Pro Bono Counsel agrees to:
 - a. keep the Client informed about the status of his/her case;
 - b. keep all sensitive information provided by the Client confidential unless authorized by the Client to disclose it (except that information may be shared with other attorneys or legal staff who are working on the case or assisting with representation);
 - c. consult with the Client before making any significant decisions about the case; and
 - d. not settle the case without Client's consent.
- 8. When Pro Bono Counsel closes Client's file, all original documents furnished by Client will be returned and copies of all appropriate case documents will be provided for Client's records. *[Insert any additional case document retention/destruction policy language here]*.
- 9. By agreeing to represent Client in the matter set forth above, Pro Bono Counsel does not agree:
 - a. to represent Client in any other matter; or
 - b. to represent Client in any appeal; or
 - c. to collect any money judgment; or
 - d. to enforce any order obtained in this matter.
- 10. The parties may agree at a later time to extend representation to another matter. Any such extension will be the subject of a separate written agreement between the parties.
- 11. Client understands that Client may end this Agreement at any time for any reason and agrees to notify Pro Bono Counsel in writing that he/she wishes to end this Agreement.
- 12. Client understands that Pro Bono Counsel reserves the right to withdraw from representing Client in certain limited circumstances. These circumstances include, but are not limited to, the following:
 - a. where Client fails to pay necessary costs in a timely manner; or
 - b. where insufficient legal grounds exist to continue a court or administrative action or appeal; or
 - c. where Client fails to cooperate with the reasonable requests of Pro Bono Counsel; or

- d. where a conflict of interest is discovered or arises which makes it inappropriate for Pro Bono Counsel to continue representation; or
- e. where Client fails to meet the terms of this Agreement.

Client	Date
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Pro Bono Counsel	Date
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