

Retainer Agreement for Attorney Services

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

The Pro Bono Counsel is acting in his/her individual capacity, and is not acting on behalf of the _____ [name of agency].

2. This case was referred to Pro Bono Counsel through _____. The client understands that it is Pro Bono Counsel and not _____ that is representing him/her in this matter. 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.
3. 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 will not seek attorney’s fees in connection with this matter.
4. 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.
5. The Client agrees to assist the Pro Bono Counsel with this matter by:
- (A) providing complete information, including information that will assist the Pro Bono Counsel 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.
6. 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 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.

7. The Client agrees to assume responsibility for all expenses, which may include, but are not limited to, agency or court filing fees, costs of service of process and certified mail and any other administrative costs or litigation expenses. Attorney will discuss any significant costs with Client before incurring them. Client understands that Pro Bono Counsel does not charge a fee for his/her work on the case.
8. When Pro Bono Counsel closes Client's file, all original documents that were furnished by Client shall be returned. Pro Bono Counsel will maintain the file for 5 years from the date of case closing, after which time it will be destroyed.
9. By agreeing to represent Client in the matter set forth above, Pro Bono Counsel does not agree to represent Client in any appeal, to collect any money judgment, or to enforce any order obtained in this matter. 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.
10. 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.
11. 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 insufficient legal grounds exist to continue a court or administrative action or appeal;
 - (B) where Client fails to cooperate with the reasonable requests of Pro Bono Counsel;
 - (C) where a conflict of interest is discovered or arises which makes it inappropriate for Pro Bono Counsel to continue representation; and
 - (D) where client fails to meet the terms of this agreement.
12. Client has read this agreement in its entirety, or has had it read and explained to him/her in its entirety, before signing it. Client understands the terms of this agreement and agrees that it shall apply throughout the course of Pro Bono Counsel's representation of him/her.

13. This writing represents the entire agreement between the parties and cannot be amended or modified except in writing signed by the parties.

Client

Date

Pro Bono Counsel

Date

Pro Bono Co-Counsel

Date