

Pro Bono Representation Agreement Template 2

The National Crime Victim Law Institute (NCVLI) makes no warranty, express or implied, regarding any information it may provide via this sample agreement. This sample is intended for educational purposes only. It does not constitute legal advice; nor does it substitute for legal advice. No attorney-client relationship is formed between NCVLI and the recipient.

[FIRM/ORGANIZATION NAME]
REPRESENTATION AGREEMENT

ATTORNEY NAME: _____ (the “Attorney”)

CLIENT NAME: _____ (the “Client”)

This Representation Agreement (the “Agreement”) represents the understanding between the Client and the Attorney regarding the Client’s request for representation. This agreement is based on the information given to the Attorney and the [FIRM/ORGANIZATION] by the Client.

The purpose of the Agreement is to document our professional relationship. Since a solid attorney-client relationship is best built on a clear understanding of the terms of that relationship, we ask that you review the Agreement with care and then either confirm your agreement to these terms or state any different or additional terms that you would like the Attorney to consider.

A. Scope of Representation:

1. The Attorney agrees to represent the Client in the following matter:

_____ (the “Matter”)

2. The Attorney’s only client in this matter will be the Client identified above.
3. If Client wishes to engage the Attorney to provide additional services other than the Matter described in Section A.1. of this Agreement, a separate Representation Agreement or a written amendment to this Agreement must be signed before those services are performed and an additional administrative fee, as described in Section B.1 below, may be assessed.

4. This represents the entire scope of the representation and does not include representation in any type of litigation on any other issues.

B. Payment for Services and Expenses:

1. The only charge for representation through the [FIRM/ORGANIZATION] will be the \$___ initial administrative registration fee payable to [FIRM/ORGANIZATION]. The Attorney does not charge for legal services. Client acknowledges that such fees are non-refundable and shall be considered fully earned immediately upon receipt.
2. Client understands that the Attorney, in its sole discretion, may hold the Client responsible for paying all actual expenses incurred in connection with the Matter. These expenses may include, but are not limited to, filing fees, costs charged for obtaining records, long distance telephone calls, and postage for sending certified mail.
3. Client agrees to pay any filing fees or costs directly upon the Attorney's request.

C. Client Duties and Responsibilities:

The Client agrees to:

1. Identify a primary contact person with whom the Attorney may communicate regarding the Matter and, in the case of a corporate entity, make appropriate representatives of the Client available to the Attorney.
2. Provide the Attorney with complete, accurate, and timely information, and keep that information updated throughout the course of the representation, including promptly informing the Attorney of any change of address or telephone number of the primary contact person.
3. Attend and be on time for all appointments and scheduled meetings, and comply with all deadlines for filing documents or otherwise.
4. Completely and accurately disclose to the [FIRM/ORGANIZATION]'s income and other requested financial information. Client understands eligibility for the [FIRM/ORGANIZATION]'s services is based on this financial information. If there is a significant increase in Client's income or net worth, Client shall promptly inform the [FIRM/ORGANIZATION].
5. Refer communications regarding the Matter to the Attorney. Although the Client retains the decision as to the objectives of the representation, including how to resolve any aspect of the Matter as permitted by law, the Client agrees to keep the Attorney informed about the Matter and understands that the Client's lack of cooperation may undermine the work

performed by the Attorney on behalf of the Client.

D. Attorney Responsibility:

The Attorney agrees to:

1. Work diligently and competently on the Matter.
2. Keep the Client reasonably informed about the status of the Matter.
3. Keep all information given to it in connection with the Matter confidential except to the extent [Rules of Professional Conduct, Rule ___ and/or statutes], reasonably permits disclosure. The Client agrees to allow the [FIRM/ORGANIZATION] to collect and use statistical information about the type of client and the nature of work performed and to describe such work in internal and external communications about the [FIRM/ORGANIZATION], including on its website and in its fundraising and marketing materials.
4. Abide by the Client's decisions concerning the objectives of the representation and check with the Client before making important decisions about the Matter.
5. Abide by the Client's decision to settle or negotiate the Matter and not settle or negotiate the Matter without the Client's permission.

E. Release: The Client agrees to:

The Client hereby authorizes the [FIRM/ORGANIZATION] and the Attorney to destroy the contents of the Client's case file ten (10) years after: (a) the completion of work on the Matter; or (b) termination of the attorney-client relationship.

F. Termination of the Agreement:

To the extent reasonably permitted by the applicable [State Rules of Professional Conduct], the Attorney has the right to withdraw its representation for good cause, including without limitation, Client's failure to follow the Attorney's advice or failure to comply with the terms of this Representation Agreement or any agreement with any third parties.

Likewise, the Client may end this Agreement at any time for any reason by notifying the Attorney in writing. The Client's decision to end this Agreement does not excuse the Client's obligation to pay the administrative fee set out in section B.1 or expenses incurred in accordance with the performance of the Agreement up through the time of termination and necessary to implement the termination.

G. Conflicts of Interest

Neither the Client nor the Attorney are aware of any actual or potential conflicts of interest arising from the Attorney's representation of the Client and the Attorney's other clients. If conflicts of interest arise and are identified, the Attorney shall disclose them to the Client, and the Client and the Attorney will work together to resolve them. While the Attorney will have primary responsibility for monitoring and identifying conflicts of interest, the Client agrees to assist the Attorney in that regard.

H. Disclaimer of Guarantee

The Attorney makes no promise or guarantees to the Client about the outcome of the representation.

I. Statement of Client's Understanding

The Client has read this agreement carefully and understands all of its provisions, as shown by Client's initials next to each of the following statements:

_____ The nature of my matter(s) are accurately described in Section A.1. I understand that the Attorney will not provide any other services than those identified in that section;

_____ I agree to pay the administrative fee described in Section B.1. above on the day of my initial meeting.

_____ I understand that if I wish to engage the Attorney to provide additional services other than those described in this Agreement, a separate written Representation Agreement must be signed before those services are performed.

_____ By signing below, I accept all of the terms and conditions contained in this Agreement.

This Agreement is all-inclusive and represents our final agreement regarding the subject matter described in it and supersedes any prior or contemporaneous discussions or agreements with respect to such subject matter. No changes may be made to this Agreement without the written consent of all the parties to this Agreement.

Client Signature

Date

Attorney Signature

Date