**EXAMPLE - PRO BONO AGREEEMENT FOR ATTORNEY SERVICES**

This Agreement represents the understanding between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(“the Client “) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Attorney “) with respect to the provision of legal services. The Attorney is a participant in the Bar Association of the District of Columbia Access to Justice Project (Bankruptcy ATJ Project).

1. The Client certifies that no other attorney is representing Client in this matter and understands that the Attorney cannot and does not promise a successful outcome.

2. The Attorney agrees to represent the Client by providing legal services in the following matter:

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3. Based upon information provided by Client during the intake process, the Attorney agrees to undertake this representation on a pro bono basis. This means that the Attorney will not charge for time expended on the matter. However, the Attorney has the right to seek and negotiate for an award of attorney fees and costs from an opposing party, and to retain any fees or costs awarded by the court or agreed to by an opposing party. See also provisos 7 and 8.

4. The Attorney agrees to assume copying charges, long distance telephone charges, postage charges, and other such nominal fees necessary for representation. The Client will not be required to reimburse the Attorney for these costs.

5. The Client agrees to pay any filing fees, fees for credit reports, and fees for credit counseling and debtor education associated with representation. The Client also agrees to pay the costs of a professional appraisal of the Client’s property, if the Attorney determines that an appraisal is needed.

6. By agreeing to this representation, the Attorney does not agree at this time to represent the Client in connection with an appeal or any adversary proceedings that may arise in the case. The parties may agree at a later time to extend representation to an appeal or adversary proceedings. If they do so, they will sign a separate agreement to that effect.

7. The Client understands and agrees that the referral through the Bankruptcy ATJ Project was based upon the information provided by the Client during the intake process. If that information changes or is different than was provided, the Client understands that the change in information is a basis for the Attorney to re-evaluate the case and may be a basis for termination of representation. It may also mean that Client may not be not eligible for pro bono services.

8. The Client agrees to:

a. Provide complete and honest information, including information that will assist the Attorney in investigating the matter.

b. Attend and be on time for all appointments and court dates.

c. Be responsive to the Attorney, including returning phone calls, responding to messages, and providing requested information in a timely way.

d. Promptly notify the Attorney of any changes of address or telephone number.

e. Take all necessary steps to pursue bankruptcy, including participating in credit counseling and debtor education associated with representation.

f. Promptly notify the Attorney of any change in financial situation. Client understands that a financial change may make the Client ineligible for representation for pro bono services through the Bankruptcy ATJ Project and may be grounds to terminate this agreement.

9. The Attorney agrees to:

a. Keep the Client informed about the status of the case.

b. Keep all sensitive information provided by the Client confidential unless authorized by the Client to disclose it (with the exception of information shared with others in the Attorney's firm to the extent necessary to assist with the representation).

c. Consult with the Client before making any significant decisions about the case.

d. Not settle the case without the Client's consent.

10. The Client may terminate this Agreement at any time and for any reason. If the

Client does not comply with the terms of this Agreement; the Attorney may terminate this Agreement by providing written notice of his or her intention to do so.

**The above letter is an example of a Retainer Letters for services provided. This letter is not required to be used, but is provided for illustrative purposes only.**

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Client Name (please print) Attorney Name (please print)

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Client Signature Attorney Signature

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Date Date

RetainerLetterProBono.BADC