**RETAINER AGREEMENT**

This retainer agreement, effective as of the last date of signature below, by and between **Volunteers of Legal Service** (“VOLS”), with an office located at 40 Worth Street, Suite 820, New York, NY 10013, and CLIENT NAME (the “Client”), residing at CLIENT ADDRESS, explains the work that VOLS expects to perform on behalf of the Client.

1. **Scope of the Representation**. VOLS will provide legal representation to the Client(s) in the following matter(s):

**[Insert Scope of Work]**

VOLS is only agreeing to provide the above legal representation to the Client in the matter(s) described above (the “Matter”). VOLS has not agreed to represent the Client in any other work related to the Matter. If VOLS agrees to provide additional services to the Client in the future, such agreement must be in a writing acknowledged by VOLS and the Client.

1. **Certification of Program Application.**  I hereby certify that, to the best of my knowledge, (a) the information provided in my intake is true, accurate and complete, (b) I have disclosed all household income in the intake, and (c) any documentation that I have provided in relation to my application for services is current and has not been modified.
2. **Confidential Information; Client Consent for Certain Release of Information.**

**(a)** While we make every effort to preserve the confidential nature of the Client’s affairs and legal matter, from time to time our funding sources, including foundations and government funders, seek information about our activities. The Client permits VOLS to make such disclosures to our funders, as we deem necessary and appropriate in connection with our funding arrangement.

**(b)** Client authorizes VOLS to disclose information regarding the Matter to (i) the Co-Counsel Firm (as defined below), if any, (ii) the Referral Partner (as defined below), if any, and/or (iii) to funders for grant reporting purposes.

1. *If applicable****:*** **Law Firm Assistance.** VOLS and other attorneys from a co-counsel law firm (the “Co-Counsel Firm”) may jointly represent the Client in the Matter where VOLS deems such co-counsel representation to be suitable for the Client. The Client may be required to complete a separate retainer or engagement agreement with the Co-Counsel Firm. VOLS will direct the Co-Counsel Firm to comply with Section 3 herein to the same extent as VOLS.
2. *If applicable:* **Academic Purpose.** While we will make every effort to preserve the confidential nature of the Client’s affairs and legal matter, from time to time, law students may present information about our activities for purposes of legal education training. All efforts will be made to keep Client’s name anonymous.
3. *If applicable:* **Communication with Referral Partners.** Where applicable and appropriate, the Client gives VOLS permission to communicate with agents of the organization which referred the Client to the Provider (the “Referral Partner”) concerning the Matter to the limited extent that such communication is necessary for the diligent representation of the Client.
4. **Charges for VOLS’s Work.** VOLS will not charge the Client fees for work performed by attorneys or other staff in connection with the Matter. However, the Client is responsible for reimbursing VOLS for expenses paid by VOLS in connection to its work on the Matter such as filing fees charged by governmental entities and special mail handling charges (i.e., Express or Priority Mail, Fed Ex or UPS). At Client’s request, VOLS shall provide Client with a list of any such expenses incurred and to whom the sums were paid.
5. **VOLS Responsibilities.** VOLS will provide the Client with diligent and competent representation in the Matter in compliance with applicable New York law. VOLS will keep the Client informed about developments in the Matter, and will attempt to promptly respond to the Client’s inquiries.
6. **Client Responsibilities**. The Client agrees to cooperate with VOLS, to provide truthful information necessary for the representation, to promptly return phone calls and emails from VOLS, and to attend scheduled meetings. The Client also agrees to keep VOLS informed of any development related to the Matter. Because it is important that VOLS be able to contact the Client quickly, the Client also agrees to notify VOLS of any change of address, phone number or email address, and to notify VOLS if the Client will be out of town for a week or longer. If VOLS is unable to contact the Client, it may jeopardize VOLS’s ability to successfully represent the Client.
7. **VOLS’s Termination of the Representation**. VOLS may terminate the representation of the Client and withdraw as counsel in the Matter, subject to Court approval if necessary, if: (a) VOLS determines, based upon any other fact or circumstances, that continuing representation would be unlawful or, in their professional legal judgment unethical; (b) if the case becomes clearly frivolous, unreasonable or groundless; (c) if Client breaches this agreement, refuses to cooperate, refuses to follow our advice on a material matter, or knowingly provides VOLS with any information that is untrue; (d) where applicable: if, for any reason, the Co-Counsel Firm discontinues its representation of Client; or (e) such termination is ordered by a court of competent jurisdiction.
8. **Client’s Termination of the Representation.** The Client is free to terminate the representation at any time, but such termination may be subject to court approval (if necessary). If the representation is terminated, VOLS will not be under any obligation to find the Client another attorney. If the Client is not satisfied with the services being provided by VOLS, the Client may discuss any problems with the attorney handling the matter. The Client also may request to speak with the attorney’s supervisor.
9. **VOLS Does Not Guarantee an Outcome.** VOLS does not make any promises or guarantees to the Client about the outcome of the Matter. VOLS’s comments about the possible outcomes are expressions of opinions only.
10. **VOLS Use of Outside Attorneys and Experts.** VOLS may discuss the Client’s legal matter with attorneys and others in an effort to provide the Client with the best representation. To this end, the client authorizes VOLS to reveal confidential information, provided that those persons consulted agree to maintain the confidentiality of all such information.
11. **Acknowledgement.** The signatory has read this agreement in full (or has had this agreement translated or interpreted into the Client’s primary language), has had an opportunity to ask VOLS questions about its meaning and, by signing below, indicates his/her full understanding of this agreement and its terms. The Client’s release included in Section 3 shall remain in effect unless and until revoked by Client in writing.
12. **Sole and Exclusive Representative.** Client represents to VOLS that VOLS shall be its sole and exclusive representative in the Matter. At VOLS’s request, Client shall invalidate any past agreements, whether oral or in writing, concerning all matters which may be construed as authorizing someone other than VOLS in any manner, to represent the Client in the Matter.
13. **Agreement Expiration.** This agreement shall expire upon the completion of the terms and obligations herein or upon a termination by VOLS or Client as described herein.

**CLIENT SIGNATURE:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_

**ATTORNEY SIGNATURE:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_\_\_

**Exhibit A**

**STATEMENT OF CLIENT’S RIGHTS**

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer’s office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time.
3. You are entitled to your lawyer’s independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
5. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
6. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer’s.
7. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
8. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York State Rules of Professional Conduct, as amended from time to time.
9. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.