

SAMPLE VOLUNTEER ATTORNEY’S ENGAGEMENT AGREEMENT

Metro Volunteer Lawyers’ (MVL) Volunteer Attorney, _____,
(Attorney name, firm), hereafter referred to as “Attorney” and I, _____

(Client name, address, phone #) hereafter referred to as “Client”, agree that as an MVL
volunteer, _____ (Attorney name) will represent me on the
following legal matter:

_____.

LIMITED ENGAGEMENT

This engagement agreement is only for the legal problem described above. This agreement does not include appeal of an unfavorable outcome. Thus, MVL and the Attorney do not have to help me to appeal an unfavorable decision. If I have another legal problem, or would like to apply for additional or further legal representation concerning this matter, I understand I must re-contact Colorado Legal Services (CLS) at 303-837-1313 to apply for possible assistance and that CLS/MVL will decide whether it will be possible for either agency to help with the new problem.

FEES, COURT COSTS AND LITIGATION EXPENSES

MVL’s volunteers will not charge me for their services. However, it is expected that I will be asked to pay court costs, such as filing fees, and other costs associated with my case such as service of process and copies of documents or other records when needed.

MVL and my volunteer attorney will try to have court costs waived and fees for other services either waived or paid for by the state, opposing party or other entity whenever possible. If it is not possible to obtain a waiver or third-party payment of fees and expenses and I do not have the money for the costs, in cases of hardship MVL may use its discretion to pay the costs after a careful review. However, it is understood that the Attorney is not responsible to pay for any costs, fees or expenses associated with the representation obtained under this agreement. Copy costs will be constrained to what is absolutely necessary but the client may be charged up to 20 cents per copy for larger volume paper copy jobs. Electronic scanning and transmission of documents electronically includes no per-page fee.

I may be asked and required to deposit money with my Attorney or their law office to pay for the costs and expenses that arise from my case. I understand that this money will be returned to me if it is not used. If my Attorney cannot locate me after taking reasonable steps to do so, it will forward any remaining money to MVL to use it to provide legal assistance to other clients.

Although this arrangement is for *pro bono* representation, a court may choose to award attorney fees or other litigation expenses paid to you or your Attorney by the opposing party or paid by you to the opposing party. Your Attorney is encouraged to maintain a consistent record of their time expended on your behalf so that should a request for legal fees be appropriate under the circumstances, there would be a sufficient record available to support the request.

If the Court Orders that the opposing party pay your litigation expenses, you will first be reimbursed for your costs and the actual out-of-pocket litigation expenses you incurred in the legal work, attorney time and expenses for which this agreement pertains. Any amount over and above the amount you actually paid will be first reimbursed to MVL for its out-of-pocket expenses associated with your legal representation and thereafter may be retained by the Attorney who expended the time and effort providing you with legal services. It remains that the Attorney may choose to donate any legal fees due to him/her to the Metro Volunteer Lawyers cause or Colorado Legal Services so that it may be used to provide legal assistance to others.

In any event, should the Court Order you the Client to pay attorney fees or other litigation expenses to an opposing party or their lawyer, the Client is solely responsible for that obligation.

COOPERATION

I agree to cooperate with my Attorney. Cooperation includes keeping in touch with my Attorney, telling my Attorney if my address, phone number or income changes, keeping appointments and quickly responding to requests from my Attorney.

The Attorney may stop representing me for a good reason but only after telling me and giving me the chance to tell my side if I have kept my Attorney advised of my current address. One reason might be if I fail to cooperate as explained above or if my family income exceeds MVL's financial eligibility guidelines.

I can tell my Attorney to stop representing me whenever I want. But if my case is in court, the judge must approve my request before my Attorney will be allowed to withdraw. I also understand that if I do this, I will not be guaranteed another attorney from MVL.

I will not talk to the other side or their lawyer unless my Attorney advises me to do so or that it is acceptable to do so.

My case may end by agreed settlement with the other side but I have the right to approve or refuse any settlement offer or demand presented to me.

It is difficult to accurately predict the length of time it will take to completely resolve your legal matter. I understand that my Attorney cannot predict the outcome of my legal problem and that no one can guarantee the successful end to my legal problem or case. I also understand that all statements made by my Attorney or their firm about the likely result of my legal problem or case are opinions only. My signature below serves as acknowledgment that the Attorney and MVL can give no assurances as to the final outcome.

CONFIDENTIALITY AND THE ATTORNEY-CLIENT PRIVILEGE

My Attorney and their firm will not reveal information I provide unless I give permission for my Attorney or their firm to do that, or unless the law requires it. In order to protect this confidential information I also will not reveal what my Attorney and I discuss without first talking with my Attorney about the proposed disclosure or discussion.

During the Attorney's representation of you, the Attorney or their office will forward to you copies of pleadings, documents, correspondence and other information generated or received by the Attorney. These copies are for your file, which you are encouraged to have available at every appointment so that you and the Attorney each have all the necessary information available. At the conclusion of representation, the Attorney will close your file and retain it for a period of ___ months, but may be destroyed after that time.

The Attorney strongly encourages you to refrain from participating in social media (Facebook, Twitter, Tumblr, Flickr, Skype, Instagram, Pinterest, Reels, and similar social applications) during the course of representation. Information found on social media websites is not private, can be discoverable, and may be potentially damaging to your interest. Information shared with others whether in writing, verbally, or even posted online, could lead to the loss of confidentiality and the attorney-client privilege were that information to relate to the legal matter the Attorney is handling for you. Additionally, **DO NOT ATTEMPT TO DELETE ANY OF YOUR SOCIAL MEDIA ACCOUNTS OUT OF A DESIRE TO AVOID HAVING ANYTHING POSTED THERE USED AGAINST YOU.** Doing so can lead to serious consequences including sanctions, fines and penalties for destroying potentially relevant evidence.

(ATTORNEY MAY ADD INFORMATION/TERMS/DISCLOSURES HERE)

Everything I have told CLS, MVL, my Attorney and their firm about me, my financial situation, and my case or legal problem is true as far as I know. I understand that if my circumstances change, I must immediately inform my Attorney and their firm. I also understand and agree that if my financial circumstances change, or if it is otherwise discovered that my financial circumstances are not as I have described them, I may no longer qualify for either free or low-fee legal services. If that happens, I understand that my Attorney and their firm may no longer be able to assist me with this

legal problem. I understand that if I no longer qualify for free or low-cost legal services, my Attorney and their firm may be willing to enter into a new agreement with me to represent me at their normal rate, but I understand that my Attorney and their firm does not have any obligation to do so.

By signing below, I am affirming that I have read and I understand and agree to the terms of this letter.

Client

Date

Volunteer Attorney

Date