

Sample Engagement Letter

Date]

[Client Name and Address]

Dear _____:

I am pleased to have the opportunity to be of service to you. I look forward to working with you and will do my best to provide the highest quality legal services in a responsive, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which I will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Services. You asked me to represent you in connection with _____

_____.

You acknowledge that I am not your general counsel and that my acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described above. I am not agreeing to represent you in any appeal of your legal problem described above.

Furthermore, you acknowledge that my representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which I am representing you, subsequent legal developments related to or that might have a bearing on that matter.

Staffing. I will be the attorney primarily responsible for the representation. I may consult with the Pro Bono Program and/or legal services as needed. When questions or comments arise about my services or other aspects of my representation, please contact me. My direct telephone number is _____. It is important that you are satisfied with my services and responsiveness at all times.

Responsibilities. In reliance upon information and guidance provided by you, I will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

To enable me effectively to render these services, you agree to cooperate fully with me in all matters relating to the preparation and presentation of your case, to fully and accurately disclose to me all facts that may be relevant to the matter or that I may otherwise request, and to keep me apprised of developments relating to the matter.

You also will make yourself reasonably available to attend meetings, conferences, hearings, and other proceedings. You will keep all appointments with me unless you have called in advance to cancel the appointment. You agree to avoid communications with opposing parties or opposing counsel without prior consultation with me. You will inform me of any change in your

- Address,
- Telephone number,
- Income, or
- Assets.

In addition, you will be responsible for advising me whether any document I have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement or other expectations, as the case may be.

Either at the beginning or during the course of my representation, I may express my opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to me at the time, and must not be construed by you as a promise or guarantee of any particular result. No guarantees are possible in matters such as this.

Disbursements and Other Charges. I will not charge you for attorney's fees, except if your financial situation improves substantially or it is discovered that there exist assets with which you could pay attorneys' fees. In that case, I may request permission from the Pro Bono Program to charge you reasonable attorney's fees for continued representation. If this occurs, you are not required to work with me but may opt to hire any other attorney of your choosing.

Although I will not charge you a fee for my services, I will expect payment for disbursements and other charges. You agree to be responsible for paying all costs related to your case. Examples of these costs are: filing fees for court papers, serving (delivering) court papers to the opposing party, copying charges and long distance telephone charges. You agree that you will pay these costs in advance, if possible, and that you will pay them even if you lose your case. You should also understand that the court may order you to pay costs to the opposing party in your case.

You agree that if the opposing party in your legal problem is ordered by the court or agrees to pay me some attorney's fees, I can keep those attorney fees.

Termination. You are free to request that I cease representing you at any time for any reason, subject to necessary court approval.

I may cease representing you, subject to necessary court approval, under the following circumstances:

- (a) further representation would be useless or unreasonable, or would not help you to achieve your objectives;
- (b) you are no longer financially eligible for services through legal services;
- (c) you have failed to cooperate in the representation; or
- (d) when otherwise mandated or allowed by the Rules of Professional Conduct.

If you do not live up to this agreement, I may stop representing you, and the Pro Bono Program may refuse to find another attorney for you in this or any future legal problem.

Acceptance. If this letter correctly reflects your understanding of the terms and conditions of my representation, please confirm your acceptance by signing in the space provided below. Upon your acceptance, these terms and conditions will apply retroactively to the date I first performed services on your behalf.

I am pleased to have this opportunity to be of service and to work with you.

Very truly yours,

_____, Esquire

I read and understand the terms and conditions set forth in this letter and agree to them.

(Client's Signature)

Date: _____

RetainerABA

REPRESENTATION AGREEMENT

THIS AGREEMENT for civil legal representation and services is between _____, hereinafter called the “Legal Representative”, and _____, hereinafter called the “Client”.

The Client hereby authorizes the Legal Representative to represent him/her at an Unemployment Compensation Hearing regarding a claim for benefits resulting from his/her employment at _____, from which position he/she was terminated on _____.

THE LEGAL REPRESENTATIVE’S OBLIGATIONS UNDER THIS AGREEMENT END AFTER THE MATTER HAS RECEIVED A FINAL REFEREE’S DECISION FOLLOWING THE HEARING PRESENTLY SCHEDULED FOR _____. THE CLIENT AGREES TO PAY ANY COSTS NECESSARY FOR OBTAINING DOCUMENTS OR OTHERWISE RELATING TO THIS MATTER, SHOULD THAT BECOME NECESSARY. THE LEGAL REPRESENTATIVE AGREES TO REPRESENT THE CLIENT FREE OF CHARGE AT THE HEARING BEFORE THE UNEMPLOYMENT COMPENSATION REFEREE.

I acknowledge having received a copy of the above Representation Agreement, and understand and agree to its terms. I further expressly acknowledge that the legal Representative, _____, Esq., is not hereby agreeing to represent me beyond the Hearing to be held before the Unemployment Compensation Referee in this matter presently scheduled for _____, and that should I receive an

adverse decision and wish to appeal, I have been informed and agree to seek other legal representation.

Dated: _____

Client

Dated: _____

Legal Representative

REPRESENTATION AGREEMENT

This is an Agreement for civil legal services and representation between _____, hereafter called the “Legal Representative”, and _____, hereafter called the “Client”.

The Client hereby authorizes the Legal Representative, as a volunteer for Lackawanna Pro Bono, to represent the Client in the civil legal matter described as follows:

The services of the Legal Representative will be provided free of charge. However, the Client may need to pay court costs or fees for obtaining necessary documents, should that become necessary.

The Legal Representative’s obligations under this Agreement will end, subject to necessary court approval, under the following circumstances:

- (a) The matter has received a final adjudication in the current legal forum;
- (b) The legal service it has agreed to provide has been completed;
- (b) Further representation would be useless, unreasonable, or would not help achieve the Client’s objectives;
- (d) The Client no longer meets Lackawanna Pro Bono’s financial eligibility guidelines;
- (e) The Client has failed to cooperate in the representation; or,
- (f) When otherwise mandated or allowed by the Rules of Professional Conduct.

I have received a copy of this Representation Agreement and I understand and agree to its terms.

Date: _____

Client

Date: _____

Legal Representative