



RETAINER AGREEMENT

This agreement is between _____ Esq. (the Attorney) and _____
(the Client).

1. Client acknowledges that he/she has been referred to the Attorney for representation through Community Legal Services of Prince George's County, Inc., in connection with the following legal matter only: _____
 2. Client agrees to:
 1. Provide the Attorney with the true and complete facts regarding Client's household size, income and assets, and inform the Attorney of any changes in such.
 2. inform the Attorney of any letters, notices, or other information concerning client's case.
 3. ask Attorney's permission before discussing Client's case with anyone, especially anyone involved in or affected by the case.
 4. sign any release, at the request of the Attorney, in order to proceed with client's case.
 5. sign a waiver letter if Client instructs Attorney to act contrary to Attorney's professional judgment.
 6. inform Attorney if Client will be unavailable for any length of time because of illness, vacation or other reason.
 7. cooperate with Attorney and follow his/her instructions.
 3. Client is responsible for paying the following: initial retainer fee, filing fees, court cost, service of process, transcription and deposition costs, and other expenses Attorney deems necessary to the case, that are not waived by the Court. If there is a substantial financial award to Client as a result of the case, Attorney may deduct any cost Attorney incurred, from the award.
 4. Client may terminate Attorney's representation by notifying the Attorney and signing required documents necessary for Attorney to withdraw and/or dismiss the case. Neither the Attorney nor CLS of Prince George's County will be obligated to reopen this case, or refer this case to another Attorney.
 5. Client agrees that Attorney can release information about the case to CLS of Prince George's County staff as required to comply with its reporting requirements.
 6. Attorney will exercise his/her professional judgment to determine if, when, and how to proceed. Client agrees that Attorney may act on Client's behalf as Client's attorney-in-fact, in Court and in all hearings and meetings.
 7. Attorney agrees to treat Client professionally as he/she would any paying client. Attorney agrees to notify CLS of Prince George's County if he/she should withdraw.
 8. If Client needs a translator/interpreter, Client should arrange for a friend or relative to accompany him/her to Attorney's office and all hearings. The Attorney may request CLS of Prince George's County to attempt to locate a translator/interpreter.
 9. Attorney and CLS of Prince George's County do not guarantee Client will win the case.
 10. Attorney will not charge the Client fees for legal services. However, Attorney will advise Client of his/her hourly fees, and may request an award for fees from other parties in the case. If Attorney's fees are awarded and recovered, Client agrees to pay to the Attorney the amount of fees recovered.
- Should Client receive a substantial financial award or settlement, Attorney may charge Client for services provided to the Client, and Client will pay fees out of the award or settlement based upon Attorney's hourly fees.
11. The Attorney may withdraw from the case if:
 1. the case lacks legal merit.
 2. Client provides false or misleading information.
 3. Client fails to comply with anything in Paragraph 2 of this agreement.
 4. Client does not keep scheduled appointments.
 5. Client does not provide information to Attorney and/or does not take actions as instructed by

Attorney.

6. Client verbally abuses, harasses or threatens Attorney or any member of Attorney's staff.

12. Client's eligibility for referral to Attorney is based upon Client's financial circumstances. Client must notify CLS of Prince George's County and Attorney promptly of any changes in income, property, household status, telephone number, or address change.

If Client becomes ineligible for legal assistance through CLS of Prince George's County, Client and Attorney may enter into a new retainer agreement if both agree to do so.

If Client becomes ineligible for legal assistance through CLS of Prince George's County, Attorney may withdraw from the case, subject to the Maryland Code of Professional Responsibility. Client will be responsible for obtaining another Attorney at his/her own expense.

If Attorney cannot withdraw due to the Code of Professional Responsibility, Client agrees to pay Attorney the customary charges for services rendered in the case. If Client disputes the fees, the Client may submit the dispute to the Arbitration Committee of The Prince George's County Bar Association, Maryland.

13. Attorney is not committed to an appeal of the case. Once a trial, judgment or agreement is concluded in the case, Attorney may withdraw subject to the Maryland Code of Professional Responsibility CLS of Prince George's County will not refer the case to another attorney for an appeal.
14. Client agrees not to hold CLS of Prince George's County, the Prince George's County Bar Association, or Prince Georges County, Maryland liable for any negligence in the assignment of the case or for acts or failures to act as Attorney. Attorneys participating in CLS of Prince George's County Pro Bono Program volunteer their time, and CLS of Prince George's County staff uses reasonable efforts to place each case, but cannot guarantee either the placement of a case or successful results.

CLIENT HAS READ AND UNDERSTANDS THIS AGREEMENT. ALL OF THE STATEMENTS AND INFORMATION CLIENT HAS PROVIDED CONCERNING CLIENT'S ELEGIBILITY FOR LEGAL ASSISTANCE ARE TRUE AND COMPLETE TO THE BEST OF CLIENT'S KNOWLEDGE, INFORMATION AND BELIEF.

Client's Signature and Date

Attorney's Signature and Date