

Sample Retainer Agreement

[Firm Letterhead]

[Date]

[Client Name - Executive Director]

[Agency Name]

[Address]

[City, State, Zip Code]

Re: Retainer Agreement for Pro Bono Legal Assistance

Dear _____ (director's name):

This letter is intended to set forth our relationship as required by the Business and Professions Code section 6148. If the terms of this agreement are acceptable, please countersign one of the duplicate originals of this letter and return it to us. We cannot assist you with any legal matter until we receive this letter.

1. Identification of the Parties. This agreement is made between _____
_____ (“Attorney”) and _____
_____ (“Client”).

2. General Nature of Assistance. Attorney will assist Client with _____

3. Respective Responsibilities of Attorney and Client. Attorney will endeavor to represent Client competently in accordance with the highest legal and ethical standards. Client will be cooperative, responsible and truthful in its relationship with Attorney. However, both parties have the right to withdraw from this relationship at any time.

4. Attorneys’ Fees. Attorney will not charge Client for attorneys fees. Client is responsible for costs and expenses. However, Attorney in their sole discretion may choose to absorb any cost or expense. If Attorney is not able to absorb a cost or expense, Attorney agrees to obtain Client’s authorization prior to incurring a cost or expense that exceeds \$100.

5. Dispute Resolution. Occasionally, attorneys and their clients have disputes arising from their relationship. If this happens between Client and Attorney, both parties agree that the dispute will not be resolved by lawsuit. Instead, if we are unable to work out the dispute among ourselves, then, upon the request of any party, it will be resolved by arbitration conducted by the American Arbitration Association in San Francisco. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6. Miscellaneous.

- (a) This agreement contains the entire agreement between Client and Attorney. This agreement may be modified only by subsequent written agreement between the director of Client and Attorney.
- (b) If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will remain in effect.
- (c) This agreement shall apply to any additional or subsequent matters that Attorney agrees to undertake on behalf of the Client, unless the parties agree in writing to some different arrangement.
- (d) The California Business and Professions Code requires Attorney to inform Client whether Attorney will maintain errors and omissions insurance coverage applicable to the services to be rendered by Attorney. The Volunteer Legal Services Program will maintain errors and omissions insurance coverage applicable to the services to be rendered by Attorney, as set forth in this agreement.

Attorney Signature: _____

Attorney Name: _____

The foregoing is agreed to by:

Client: _____

By: _____

Its: Director