

## LIMITED SCOPE REPRESENTATION AGREEMENT

TO THE CLIENT: THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY AND MAKE CERTAIN THAT YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS. YOU MAY TAKE THIS CONTRACT HOME WITH YOU, REVIEW IT WITH ANOTHER ATTORNEY IF YOU WISH, AND ASK ANY QUESTIONS YOU MAY HAVE BEFORE SIGNING.

EMPLOYMENT OF A LAWYER FOR LIMITED SCOPE REPRESENTATION REQUIRES THAT THE LAWYER AND CLIENT CAREFULLY AND THOROUGHLY REVIEW THE DUTIES AND RESPONSIBILITIES EACH WILL ASSUME. ANY LIMITED REPRESENTATION AGREEMENT SHOULD DESCRIBE, IN DETAIL, THE LAWYER'S DUTIES IN THE CLIENT'S INDIVIDUAL CASE.

To help you in litigation, you and a lawyer may agree that the lawyer will represent you in the entire case, or only in certain parts of the case. "Limited representation" occurs if you retain a lawyer only for certain parts of the case. When a lawyer agrees to provide limited scope representation in litigation, the lawyer must act in your best interest and give you competent help. However, when a lawyer and you agree that the lawyer will provide only limited help,

- the lawyer DOES NOT HAVE TO GIVE MORE HELP than the lawyer and you agreed.
- the lawyer DOES NOT HAVE TO help with any other part of your case.

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

1. CLIENT, \_\_\_\_\_, retains LAWYER, \_\_\_\_\_, to perform limited legal services only in the following matter:

\_\_\_\_\_.

2. Client seeks only the following services from Lawyer (check appropriate box):

- Legal advice: office visits, telephone calls, fax, mail, e-mail
  - This is a one-time consultation.
- Advice about availability of alternative means of resolving the dispute, including mediation and arbitration, including helping you prepare for mediation or arbitration.
- Evaluation of Client self-diagnosis of the case and advising Client about legal rights and responsibilities.
- Guidance and procedural information for filing or serving court documents.
- Review pleadings and other documents prepared by Client.
- Review pleadings and other documents prepared by opposing party/counsel.
- Suggest documents for you to prepare.
- Draft pleadings, motions, and other documents.

List the documents to be prepared: \_\_\_\_\_

- Factual investigation: contacting witnesses, public record searches, in-depth interview of Client.  
*If not checked, Client understands that Lawyer will not make any independent investigation of the facts and is relying entirely on Client's limited disclosure of the facts given the limited services provided.*
- Assistance with computer support programs.  
List the programs to be used: \_\_\_\_\_
- Legal research and analysis.  
List the issues to be researched and analyzed: \_\_\_\_\_
- Evaluate settlement options.
- Prepare discovery documents, such as interrogatories and requests for document production.  
List the discovery documents to be prepared: \_\_\_\_\_
- Help you prepare for depositions.
- Planning for negotiations.
- Planning for court appearances.
- Standby telephone assistance during negotiations or settlement conferences.
- Referring Client to expert witnesses, other counsel, or other service providers.
- Counseling Client about an appeal.
- Procedural assistance with an appeal and assisting with substantive legal argument in an appeal.
- Provide preventive planning and/or schedule legal check-ups.
- Representing you in court but only for the following specific matters: \_\_\_\_\_
- Other: \_\_\_\_\_

3. Client shall pay the Lawyer for those limited services as follows (check agreed options):

- Hourly Fee. Client agrees to pay Lawyer for the agreed limited services at an hourly rate. The current hourly fee charged by Lawyer or Lawyer's law firm for services under this agreement is as follows:
  - i. Lawyer: \$ \_\_\_\_\_
  - ii. Associate: \$ \_\_\_\_\_
  - iii. Paralegal: \$ \_\_\_\_\_
  - iv. Law Clerk: \$ \_\_\_\_\_

Unless a different fee arrangement is established in clause "b" of this paragraph, the hourly fee shall be payable at the time of the service. Time will be charged in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour.

- Flat Fee. Client will pay Lawyer a flat fee for the limited services listed of \$ \_\_\_\_\_.
- Retainer/Payment from Deposit. Client will pay to Lawyer a retainer/deposit of \$ \_\_\_\_\_, to be received by Lawyer on or before \_\_\_\_\_, and to be applied against attorney fees and costs incurred by Client. This amount will be deposited by Lawyer in attorney trust account. Client authorizes Lawyer to withdraw funds from the trust account to pay attorney fees and costs as they are incurred by Client. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Client for attorney fees and costs is less than the amount of the deposit, the difference will be refunded to Client. If the deposit is not enough to pay for the services provided by the attorney, Client shall pay any additional costs within thirty days of billing.
- Costs. Client shall pay Lawyer all out-of-pocket costs incurred in connection with this agreement, including long distance telephone and fax costs, photocopy expense, postage, filing fees, investigation fees, deposition fees, and the like unless paid directly by Client.

Lawyer will not advance costs to third parties on Client's behalf and Lawyer will not pay filing fees, court costs, or other costs to any court unless specifically requested by Client and agreed upon in advance by Attorney. Advances will be repaid to Lawyer in addition to any attorney's fee charged as set forth above. Lawyer may request that the amount to be advanced or paid on behalf of Client be paid to Lawyer before any payment is made to a third party.

4. Lawyer representation begins with the signing of this Agreement and it terminated at the completion of the services requested and identified above or \_\_\_\_\_, whichever happens first.
5. Additional Services/Representation: Lawyer and Client may later determine that the Lawyer should provide additional limited services or assume full representation. Lawyer has no further obligation to Client after completing the above described limited legal services unless and until both Lawyer and Client enter into another written representation agreement. Lawyer may decline to provide additional services.
  - a. If Lawyer agrees to provide additional services, those additional service should be specifically listed in an amendment to this agreement, signed and dated by both the Lawyer and Client.
  - b. If Lawyer and Client agree that Lawyer will serve as Client's attorney of record on all matters related to handling Client's case, Client and Lawyer should indicate that agreement in an amendment to this agreement, signed and dated by both the Lawyer and Client.
  - c. NEITHER LAWYER NOR CLIENT SHOULD RELY ON VERBAL DISCUSSIONS OR VERBAL AGREEMENTS WHEN CHANGING THE TERMS OF THE LAWYER'S RESPONSIBILITY FOR REPRESENTATION.
6. If any dispute between Client and Lawyer arises under this agreement concerning the payment of fees, Client and Lawyer will submit the dispute for fee dispute resolution.
7. Client has read this Limited Scope Representation Agreement and understands what it says. Client agrees that the legal services specified above are the only legal help Lawyer will provide. Client understands and agrees that:
  - the Lawyer who is helping me with these services is not my lawyer for any other purpose and does not have to give me any more legal help;
  - Lawyer is not promising any particular outcome;
  - because of the limited services to be provided, Lawyer has limited his or her investigation of the facts as set out in specifically in this agreement; and
  - if Lawyer goes to court with me, Lawyer does not have to help me afterwards, unless we both agree in writing.

Client understands that it is important that Lawyer, the opposing party, and the court handling my case be able to reach me at this address. I therefore agree that I will inform Lawyer or any Court and opposing party, if applicable, of any change in my permanent address or telephone number.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.

Client:

Lawyer:

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_