

Pine Tree Legal Assistance, Inc.

Client Retainer Agreement

I. The Parties' Basic Agreement

_____ [Client or Clients] and Pine Tree Legal Assistance, Inc. [Pine Tree] agree that Pine Tree will represent the Client with these issues:

(**Specificity:** identify the parties; docket number if known, address, date of hearing or event; and issue e.g. eviction, law suit on warranty of habitability, PFA, etc.)

(**Scope:** identify the scope of the work, when representation will end, etc. E.g. representation at hearing in FED; commencement and litigation of lawsuit; representation end upon issuance of final order or judgment; decision on motion, conclusion of mediation, etc.)

The Client asks Pine Tree to take appropriate legal action in this matter. The Client wants Pine Tree to take any steps necessary to protect their interests, even when Pine Tree is unable to consult with the Client right away.

The Client agrees:

- Pine Tree is only helping with this particular legal problem
- Pine Tree cannot guarantee the outcome of the case
- Pine Tree has no duty to file an appeal because the Client disagrees with a decision

Pine Tree agrees that it will file an appeal only if the Client approves the appeal.

Both Pine Tree and the Client agree they will do their best to consult fully with each other about whether an appeal should be taken.

II. Fees and Costs

Pine Tree Legal Assistance will not charge the Client for legal work. If the opposing party is ordered to pay attorneys' fees, however, Pine Tree Legal Assistance will keep those fees.

Pine Tree Legal Assistance may ask the Client to pay for certain costs, such as court filing fees and service costs. In certain cases, Pine Tree may advance out of pocket costs or expenses in order to properly represent the Client. In such a case, if monetary damages are awarded to the Client, the Client will reimburse Pine Tree for those costs and expenses.

In certain cases, Pine Tree may be entitled to recover reasonable attorneys' fees from the opposing party. The Client agrees that Pine Tree may seek such attorneys' fees and, if they are awarded, that Pine Tree will retain them. The Client further agrees to cooperate with Pine Tree in obtaining these fees.

III. Pine Tree's Duties

Pine Tree will keep the Client's case private, with the following exception. Pine Tree is required by law to disclose certain information to the Legal Services Corporation including, but not limited to, Clients' names, eligibility information, and retainer agreements. The Client agrees to this limited sharing of information. Pine Tree will follow all other standard ethical and professional rules.

Pine Tree will keep the Client informed about what is going on in their case.

Pine Tree will not settle any part of the case without the Client's approval. The Client agrees that he/she will not settle the case directly with the opposing party without consulting Pine Tree.

When Pine Tree is no longer representing the Client, it will return any original documents to the Client or preserve them according to Maine Bar Rules. If the Client asks, Pine Tree will give them, as soon as possible, any case file documents which the Client has the right to receive.

Pine Tree will allow the Client to file a grievance if the Client is not satisfied with Pine Tree's services.

IV. Client's Duties

The Client will tell Pine Tree right away about any changes in his/her:

- current address
- telephone number
- household size
- household income and finances

The Client will cooperate with Pine Tree in preparing his/her case. This includes providing any necessary releases or documents. This may include documents Pine Tree needs in order to show that the Client is eligible for Pine Tree's services.

The Client will tell Pine Tree right away if the lawyer for the opposing party contacts them directly.

V. Ending the Agreement

The Client may end this agreement at any time by notifying Pine Tree. The Client should do this in writing, if possible, and should state clearly that they no longer wants Pine Tree's services or no longer wants to pursue the legal matter. In some cases, Pine Tree must get the Court's approval to withdraw from the case.

Subject to the Maine Bar Rules, Pine Tree may end this agreement before completing the case for any of these reasons:

- Pine Tree cannot locate the Client;
- the Client has not kept in contact with Pine Tree and has not given Pine Tree the information it needs to stay in contact;
- the Client is no longer financially eligible for Pine Tree's services;
- the Client does not obey a court order that Pine Tree advises the Client to obey;
- Pine Tree is required to withdraw due to a conflict of interest;
- the Client and Pine Tree have a major disagreement about case strategies or goals;
- the Client does not tell Pine Tree important information about the case, or does something that makes it difficult for Pine Tree to represent the Client;
- there are many other reasons under the Maine Bar Rules that require or allow Pine Tree's withdrawal from the case.

Pine Tree will send notice of its intent to end this agreement to the Client's last known address. Pine Tree will also ask the court's permission to withdraw from the case, if court rules require it.

I HAVE READ THIS AGREEMENT, OR HAVE HAD IT READ TO ME, AND UNDERSTAND AND AGREE TO ITS TERMS. I HAVE BEEN GIVEN A COPY OF THIS AGREEMENT FOR MY INFORMATION.

Dated: _____

Staff Attorney Signature
Pine Tree Legal Assistance, Inc.

Print Staff Attorney Name

Dated: _____

Client Signature

Client Name: _____

Client Statement of Facts: STATEMENT OF FACTS

Date: _____

Client Signature

The purpose of this statement is to affirm the client's wish for Pine Tree Legal Assistance to take action on his or her behalf, including possible court action, in this matter and to identify the opposing party and the basic facts of the case.

This statement does not operate as a waiver of the attorney-client privilege or work product privilege for any purpose other than compliance with Section 504(a)(8) of Public Law 104-134, 110 Stat. 1321 (1996).