

MID-SHORE PRO BONO, INC.

RETAINER AGREEMENT

This agreement is between _____ (“Client”) and _____, Esq. (“Attorney”), through Mid-Shore Pro Bono, Inc. (“Mid-Shore”).

1. Client acknowledges that she has been referred to Attorney for representation through Mid-Shore in connection with the following legal matters only:

2. Client agrees to:

- a) provide Attorney with the true and complete facts regarding client's household size, income and assets, and inform Attorney of any changes in such.
- b) inform Attorney of any letters, notices, or other information concerning client's case.
- c) ask Attorney's permission before discussing Client's case with anyone, especially anyone involved in or affected by the case.
- d) sign any release, at the request of Attorney, in order to proceed with client's case.
- e) sign a waiver letter if Client instructs Attorney to act contrary to Attorney's professional judgment.
- f) inform Attorney if Client will be unavailable for any length of time because of illness, vacation or other reason.
- g) co-operate with Attorney and follow her instructions.

3. Client is responsible for paying the following: 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 financial award to Client as a result of the case, Attorney may deduct from the award any cost Attorney incurred.

4. Client may terminate Attorney's representation by notifying Attorney and signing required documents necessary for Attorney to withdraw and/or dismiss the case. *NEITHER Attorney NOR MID-SHORE WILL BE OBLIGATED TO RE-OPEN THE CASE, OR TO REFER CASE TO ANOTHER ATTORNEY.*

5. Client agrees that Attorney can release information about the case to Mid-Shore's staff as required to comply with Mid-Shore's reporting requirements.

6. Attorney will exercise 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 she would any paying client. Attorney shall promptly notify Mid-Shore if she wishes to withdraw and/or should withdraw.

8. If Client needs a translator/interpreter, Client should arrange for a friend or relative to accompany her to Attorney's office and to all hearings. Attorney may request Mid-Shore to attempt to locate a translator/interpreter but does not guarantee that it can do so. Client understands that if she needs a translator needs a translator at court hearings, Attorney will request a translator from the court.

9. If this is a litigation matter before the court, Attorney and Mid-Shore do not guarantee Client will win the case.

10. Attorney's regular rate for services is \$300 per hour, but Attorney will not charge Client fees for legal services provided under this Retainer Agreement. However, Attorney may request an award for fees from other parties in the

case. If Attorney's fees are awarded and recovered, Client agrees that all fees are the sole property of Attorney, and if paid to Client, Client will promptly pay to Attorney the amount of fees recovered.

11. Should Client receive a substantial financial award or settlement, Attorney may charge fees to Client for services provided to Client at Attorney's regular rate for services, and Client agrees to pay fees out of the award or settlement based upon Attorney's hourly fees.

12. Attorney may withdraw from the case if:

- a) the case lacks legal merit;
- b) Client provides false or misleading information;
- c) Client fails to comply with anything in Paragraph 2 of this Agreement;
- d) Client does not keep scheduled appointments;
- e) Client does not timely provide information to Attorney and/or does not take actions as instructed by Attorney; or
- f) Client verbally abuses, harasses, or threatens Attorney, any member of Attorney's staff, or any member of Mid-Shore's staff.

13. Client's eligibility for referral to Attorney is based upon Client's financial circumstances. Client must promptly notify Mid-Shore and Attorney of any changes in income, property, household status, telephone number, or address change.

14. If Client becomes ineligible for legal referral through Mid-Shore, this Retainer Agreement is null and void and Attorney may decide to no longer represent Client. If Attorney continues to represent Client after she become ineligible through Mid-Shore, then Attorney's new representation does not start until Client and Attorney enter into a new Retainer Agreement, which will be prepared by Attorney. In the alternative, if Client becomes ineligible for referral through Mid-Shore, Attorney may withdraw from the case, subject to the Maryland Code of Professional Responsibility. Client will be responsible for obtaining another Attorney at her own expense.

15. 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, Client may submit the dispute to the Arbitration Committee of her local County Bar Association.

16. Attorney is not required to file an appeal of the case or to defend an appeal if the other side appeals. Once a trial, judgment, or agreement is concluded in the case, Attorney may withdraw subject to the Maryland Code of Professional Responsibility. Mid-Shore does not refer cases to another attorney for appeals.

17. Client agrees not to hold Mid-Shore, the participating County Bar Associations, or Mid-Shore counties, liable for any negligence in the assignment of the case or for acts or failures to act of Attorney. Attorneys participating in Mid-Shore's Pro Bono Program volunteer their time, and Mid-Shore's staff uses reasonable efforts to place each case, but cannot guarantee either the placement of a case or successful results.

18. Attorney has agreed to represent Client solely due to Client's financial status as represented to Mid-Shore and with the understanding that Mid-Shore is providing malpractice coverage for Attorney's representation and indemnifying Attorney from any liability to Client.

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

Date

THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY ATTORNEY AND MID-SHORE PRO BONO, INC.:

Date

Sandy Brown, Executive Director
Mid-Shore Pro Bono, Inc.

Date