

**AIDS LEGAL REFERRAL PANEL
RETAINER AGREEMENT**

This is a Retainer Agreement ("Agreement") between you, _____ ("Client"), and the Panel Attorney, _____ ("Attorney"), who will be providing Client with legal services through the AIDS Legal Referral Panel ("ALRP").

Attorney agrees to:

1. Attorney will provide Client the following legal services:
 - a. *E.g., preparation of a simple will.* _____
 - b. _____
 - c. _____
 - d. _____

2. Attorney is not agreeing to provide Client any subsequent legal services or legal action (e.g., complaints or appeals) related to the preceding legal services.

3. Attorney is covered by malpractice insurance through ALRP.

4. Attorney will not charge Client for attorneys' fees for the following:
 - a. The initial hour of legal consultation and advice.
 - b. Preparation of simple wills, durable powers of attorney, advance health care directives (AHCD), and declarations to physicians.
 - i. For the purposes of this Agreement, simple wills are defined as those wills that contain no trust language, contain fewer than 15 bequests, and that, standing alone, constitute the only legal services provided by Attorney to accomplish all the estate planning work needed by Client.

5. Depending on the nature of the case and the income of Client, Attorney may charge Client reasonable attorneys' fees as governed by the "ALRP Fee Protocol" and as represented in a separate, written and executed FEE AGREEMENT.

Client agrees to:

1. Client will fully cooperate and be honest with Attorney.
2. Client will not miss or be late for appointments or court dates.
3. Client will immediately tell Attorney about changes in Client's address or telephone number.
4. Client agrees to be responsible for paying all costs related to these legal services.
 - a. Examples of these costs are: filing fees for court papers, serving (delivering) court papers to the opposing party, copying charges and long distance telephone charges.
 - b. Client agrees that Client will pay these costs in advance, if possible, and that Client will pay them even if Client, e.g., loses a case.
 - c. If Attorney advances any costs or expenses, Client agrees to reimburse Attorney.
 - d. Client should also understand that the court may order Client to pay costs to the opposing party in a case.
5. Client agrees that, if the opposing party in a legal problem is ordered by the court, or agrees, to pay Attorney some attorneys' fees, Attorney can keep those attorney fees.
6. If Client does abide by this agreement, Attorney may stop representing Client.

Client Name (Please print)

Attorney Name (Please print)

Client Signature

Attorney Signature

Date

Date