

# RETAINER AGREEMENT

I, \_\_\_\_\_, have asked Jacksonville Area Legal Aid, Inc. or St. John's County Legal Aid (hereinafter called "Legal Aid"), for legal assistance concerning \_\_\_\_\_.

**If you represent me, I agree to the following:**

1. To keep you informed of my mailing address and contact telephone numbers at all times. If you cannot reach me, you may drop my case.
2. An attorney or paralegal employed by Legal Aid may represent me. You may assign or refer my case to a certified legal intern, volunteer private attorney or other civil legal services program at any time or for any reason.
3. To disclose the information described in paragraph 3 on the back of this form. I also authorize Legal Aid to consult and share information with other lawyers, experts, investigators or consultants, if, in Legal Aid's opinion, such consultation would help Legal Aid provide me with better representation.
4. You will not charge me for your work, or for any volunteer attorney's work, but I understand that you may, in some cases, be able to seek attorney's fees to be paid by another party which shall not reduce my award. I agree to allow you to seek those fees paid by another party and, if awarded fees, you may keep them.
5. I understand that in certain types of cases, Legal Aid may agree to pay certain litigation expenses, such as deposition fees, telephone charges, and copying costs necessary for my case. If Legal Aid pays those expenses, I understand that I may be responsible for those expenses, and I agree to repay you for these expenses if you ask me to do so.
6. In other types of cases, costs such as filing fees, custody evaluation charges and INS application fees are required to be paid by me. **I UNDERSTAND THAT I SHOULD NOT MAKE ANY SUCH PAYMENTS (CASH, CHECK OR MONEY ORDER) TO ANY JALA STAFF WITHOUT REQUESTING A SIGNED CASH-RECEIPT. ALL CHECKS AND MONEY ORDER SHOULD BE PAYABLE TO JACKSONVILLE AREA LEGAL AID, INC. UNLESS MY ADVOCATE TELLS ME TO MAKE IT TO A THIRD PARTY SUCH AS THE CLERK OF COURT. NO PAYMENTS SHOULD BE MADE TO A JALA STAFF MEMBER.** Also, I understand that if I lose a court case, the judge can order me to pay the other sides' court costs, expenses and attorneys' fees.
7. You will not settle my case unless I agree to the settlement.
8. I can tell you to stop representing me whenever I want but you may try to make sure that is really my decision.
9. You can stop representing me for a good reason but only after informing me and giving me a chance to tell my side. Some of the reasons to stop representing me would be if I do not cooperate; if I do not tell you about changes in my phone number, address, or income; if I give you false information about important issues; if you find out my case has no legal merit or is not a Legal Aid priority; or if I make too much money to qualify for Legal Aid.
10. I can complain to someone else within Legal Aid if I do not like the work being done on my case or if you tell me you are going to stop representing me. I have read the other side of this form which tells me how to complain.
11. Legal Aid will not appeal my case unless I request an appeal and Legal Aid agrees to the appeal.
12. I have read and understand my rights and responsibilities as a client listed on the back of this form.
13. A copy of this Retainer Agreement, signed by a Legal Aid case handler, will be provided to me if you take my case. The Retainer Agreement will not be valid until signed by a member of Legal Aid's staff.
14. If Legal Aid accepts my case, the attorney may agree to provide full services or services of a limited scope. If services of a limited scope are offered, an attorney will discuss the nature of limited services with me and provide me with a separate consent form to the limited services described.
15. Legal Aid will keep my file and any documents it contains for at least six years after my case is closed. After that time, the file will be destroyed. Though the case file is the property of Legal Aid, I may request copies of documents from my file. Legal Aid will evaluate my request and provide those documents and correspondence it deems appropriate. Original documents given to Legal Aid by me should be returned. If the request is voluminous, Legal Aid may ask me to pay the reasonable copying costs of my request in advance.

**PLEASE READ THE BACK OF THIS FORM BEFORE SIGNING**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

Legal Aid agrees to handle this case with the following services \_\_\_\_\_

\_\_\_\_\_  
Case Handler/Advocate Signature

\_\_\_\_\_  
Date

**YOUR RIGHTS AND  
RESPONSIBILITIES AS A CLIENT**

**What Do You Have A Right To Expect From Legal Aid?**

1. To be served with dignity and respect.
2. To see a person at Legal Aid who is interested in helping you.
3. To have your problem discussed in privacy with a Legal Aid employee or volunteer. Except for information that must be shared for Legal Aid to carry out its representation, no one outside of Legal Aid will know what you discussed unless you authorize your representative to disclose information to other parties or agencies. Legal Aid is required to give statistical information about clients to various funding sources but this is not information that will lead to identifying you or your case.
4. To have the name and office telephone number of the person who is helping you.
5. To receive advice as to whether or not we will be able to help and the type of help you may receive.
6. To have someone respond to your problem within a reasonable amount of time, taking into account the high number of people Legal Aid is assisting.
7. To be informed from time to time as to the progress of your case and have your questions answered.
8. To be provided with copies of relevant material generated by the representation.

**What Does Legal Aid Have A Right To Expect From You as a Client?**

1. To be fully truthful about the facts of your case.
2. To let your Legal Aid representative know of any changes in your case, including changes in your address, telephone number, and income.
3. To keep appointments with your Legal Aid representative, or let them know in advance when you cannot make it.
4. To be on time for all hearings.
5. To let Legal Aid know if you decide you do not want to keep trying to resolve your problem.
6. To respond right away to all requests from Legal Aid for additional information.

**WHAT DO YOU DO IF YOU HAVE A  
GRIEVANCE WITH LEGAL AID?**

If you are dissatisfied with the services of your Legal Aid representative, you may do the following:

1. Ask to speak to the supervisor of your Legal Aid representative.
2. If the Supervisor is not available, leave your telephone number and address so s/he can contact you.
3. If the supervisor does not resolve the matter to your satisfaction, ask to speak with the Deputy Director in the office.
4. If the Deputy Director is not available, leave your telephone number and address so s/he can contact you.

If you are dissatisfied because Legal Aid did not accept your case for representation, you may do the following:

1. Ask to speak to the Managing Attorney in the office.
2. If the Managing Attorney is not available, leave your telephone number and address so s/he can contact you.
3. If after speaking with the Managing Attorney your problem is still not resolved, ask to speak with the Deputy Director. If the Deputy Director is not available, leave your telephone number and address so s/he can contact you.
4. If the Deputy Director does not resolve your problem, you may file a formal complaint on a special form with the Board of Directors of Legal Aid with instructions given to you by the Deputy Director.

If you are dissatisfied with the services of Legal Aid and are age 60 and older, you may have additional grievance rights through the local council on aging, elder source. If you want more information on this, please inform your Legal Aid representative or the Deputy Director.

Legal Aid is here to help you. We care about our clients and want to earn your trust and respect.