

ROBERT RETHERFORD, ATTORNEY AT LAW, P.C.

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Pro Bono LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 201__, between Robert Retherford (“Attorney”) and _____ (“Client”), for pro bono (free) representation in

Client agrees to employ Attorney to perform all necessary and related services in connection with this matter. Client understands that Attorney will not represent Client in any other matter or in any appeal of this case unless specifically agreed upon between them. Either of us may terminate this Agreement for good cause, including but not limited to a violation of this Agreement, a determination that Client’s claims may be without merit, or any other reason provided for or required by law. If terminated, Attorney will withdraw from representing Client and any outstanding costs will become immediately due and payable.

Attorney’s Responsibilities: Attorney agrees to perform all ethical, legal, and reasonable services related to the matter listed above; submit all non-strategic decisions for Client’s approval, especially any settlement offers; and keep Client reasonably informed of the progress of the case.

Client’s Responsibilities: Client agrees to cooperate with Attorney at all stages of this case; inform Attorney immediately upon receiving any documents or communications about this matter; be available for related meetings, hearings, etc.; and always provide current contact information.

Payment: Attorney has agreed to not bill Client for Attorney’s time. Unless otherwise noted, Client will pay or reimburse Attorney only for costs and disbursements reasonably needed for the proper performance of all legal services, including, but not limited to, *filing fees, service of process, witnesses, mileage, and postage*. Client hereby creates and gives to Attorney a lien on any

money or property acquired or recovered in this case and Client further assigns and transfers to Attorney such money, property or any judgment that may be obtained in this case in order to secure the payment of legal expenses.

Client understands that Attorney does not handle tax matters and Client must make suitable arrangements to determine any tax consequences of actions undertaken by Attorney for Client.

It is understood and agreed that Attorney cannot, and has not, represented, warranted or guaranteed the outcome of this case. Client understands that getting a judgment or decree does not guarantee the opposing party will satisfy or perform that judgment or decree's requirements.

NOTICE AND CHOICE REGARDING E-MAIL & CELL PHONE COMMUNICATIONS

E-mail and cell phone communications are *not* protected communications and Attorney's office does not have encrypting capabilities. If Client chooses to have our office use e-mail or cell phones for communication, or you choose to do so yourself, those communications *may not be confidential* and may affect attorney-client privilege with regard to information you provide our office. Please initial the appropriate line below indicating your choice:

_____ Attorney's office may communicate with me by cell phone.

_____ Attorney's office may communicate with me by e-mail at _____.

_____ Attorney's office may *not* use a cell phone or e-mail to communicate with me.

INITIAL BELOW AS APPLICABLE AFTER READING AND ASKING ANY QUESTIONS:

_____ There is no retainer for this matter and Attorney will not bill for his own time.

_____ Client shall promptly pay all expenses related to filing fees, service of process, mileage, postage, and so on as such services are needed for the case.

Unless otherwise agreed, statements are due fifteen (15) days after receipt. Balances not paid within thirty (30) days after billing shall be charged a late fee of one and one-half percent (1 1/2%) per month. If suit is filed to collect a delinquent balance, Client agrees to pay all reasonable costs of collection, including attorney's fees.

Signed: _____

Date: _____

CLIENT

Signed: _____

Date: _____

Robert Retherford