# SAMPLE CLIENT ENGAGEMENT AGREEMENT

**NOTE: Ideally, pro bono engagement letters should be presented to the client and reviewed in person at the first client meeting.**

RE: Engagement Agreement Dear [CLIENT]:

I/we are pleased to assist you in regard to [DESCRIBE MATTER WITH PARTICULARITY, CLEARLY DEFINING THE EXTENT OF YOUR RESPONSIBILITY TO THE CLIENT AND NOT OVERSTATING

WHAT YOU ARE TAKING ON]. The agreement to represent you is limited to this particular matter. This letter is to ensure that there is complete understanding between you and [INSERT NAME OF ATTORNEY OR FIRM], regarding the legal services which will be performed for you.

My/our contact information is [PROVIDE CONTACT INFORMATION].

Because I/we have agreed to represent you on a *pro bono* basis, I/we will not charge you for any of the services provided.

You should understand that I/we cannot make and have not made any guarantees regarding the outcome of this matter. Any discussions I/ we have with you in this regard reflect my/our best professional evaluations only and are limited by my/our knowledge at the time.

Generally, communications made via fax, e-mail, computer transmission or cellular phone are not secure from inadvertent disclosure to others.  Unless you tell us otherwise, you acknowledge that by furnishing us with your e-mail address or cell phone or fax number, you authorize us to communicate with you using these modes of communication notwithstanding the inherent confidentiality risks.  By giving us an email address to use to communicate with you, you are indicating to us that your e-mail is secure, that you do not use your employer’s server to receive communications from us (as doing so may violate the confidentiality of our communications), and that we have your permission to use the address which you are satisfied is confidential.

I/we may consult with the New York State Bar Association (“NYSBA”), the organization that referred you to me/us, about your case. I/we also may provide updates on the status of your case and/or number of hours spent on the case to NYSBA. You authorize [ATTORNEY OR FIRM NAME] to consult with and/or provide information about your case to NYSBA without requiring your further consent at any time in the future, including after your case is closed. This sharing of information is not intended to waive the attorney-client privilege you have with the attorney(s) you work with at [ATTORNEY OR FIRM NAME].

You have the right to terminate this engagement at any time. I/we have the right to withdraw from representing you at any time with your consent. I/we also have the right to withdraw at any time without your consent provided I/we can do so without any material adverse effect on your interests. In addition, I/we may withdraw without your consent if it becomes legally or ethically proper for me/us to do so under the applicable rules of professional responsibility. Similarly, you understand that I/we have the right to terminate my/our engagement at any time, but will only do so after giving you notice of my/our intent to terminate and a reasonable period of time to find alternative representation.

If you would like to obtain a copy of your file once this matter is complete, please send written and signed instructions regarding where you would like the file sent; otherwise, those files will be destroyed in the normal course of business.

If the terms set forth in this letter are acceptable to you, please sign below and return this letter via email, mail or fax.

Very truly yours,

\_ By: [ATTORNEY NAME]

**ACCEPTED AND AGREED:**

Dated:

By: [CLIENT NAME]