

**MILWAUKEE BAR ASSOCIATION**  
**PROFESSIONALISM COMMITTEE**  
**STANDARD FORM LETTER # 5**

**Pro Bono Retainer Agreement**

On behalf of \_\_\_\_\_ (client), I, \_\_\_\_\_, a duly authorized representative of client, request and authorize \_\_\_\_\_, volunteer attorney(s) (attorney) to represent client on a *pro bono* (no fee charge) basis in the matter and on the terms as set forth below:

1. *Project:* The representation authorized herein shall be in the following matter:

\_\_\_\_\_  
\_\_\_\_\_ (the project).

2. *Changes in project.* The scope of the project may be changed by written agreement between client and attorney.

3. *Making information available.* Client agrees to provide attorney with any information or documents that attorney deems useful or necessary for the representation during the project. Client agrees to assist attorney in obtaining information and documents from any other sources which attorney deems useful or necessary for the representation during the project.

4. *Use of documents by others.* Client authorizes the use by attorney and by A Business Commitment (ABC), a joint project of the American Bar Association Section of Business Law and the National Legal Aid and Defender Association, of the documents drafted during the course of the project for use in assisting other clients, organizations or individuals, that request attorney's assistance, provided, however, that client may direct attorney not to provide copies of documents or to delete information in documents that client deems confidential.

5. *Keeping client informed.* Attorney shall promptly comply with client's reasonable requests for information regarding the status of the project. Before attorney takes any action that may significantly affect client or client's activities, attorney shall consult client, and shall abide by client's decisions with respect to the objectives of the representation, subject to attorney's ethical and legal obligations and professional judgment.

6. *Keeping attorney informed.* Client understands its responsibility to cooperate with attorney in order to be effectively and efficiently represented by attorney during the course of the project. Client agrees to provide attorney with any necessary information, including any change in its staff contact(s), address or telephone numbers, and any significant change in the income or assets of client.

7. *Costs and disbursements.* Attorney shall provide the legal services during the project free of charge. However, client shall pay and fully reimburse attorney for all costs or out-of-pocket expenses incurred during the project including, (fill in expected costs, e.g. but without limitation, IRS filing fees, title report fees, and other state or federal filing fees, necessitated during the project, which are not waived by attorney).

8. *Withdrawal of representation.* Pursuant to the rules of professional conduct and responsibility then applicable in the jurisdiction of attorney's practice, attorney may withdraw from representation of client, after taking reasonable steps to avoid prejudice to the rights of client, including first giving client notice of intention to withdraw. Attorney may withdraw if in his or her judgment:

a. Client does not cooperate with attorney or, by client's conduct, makes it unreasonably difficult for attorney to carry out the representation effectively or efficiently; or

b. Client insists that attorney engage in conduct that is contrary to the judgment and advice of attorney or is contrary to law; or

c. Continued representation of client would result in a violation of the rules of ethics and professional responsibility then applicable in the jurisdiction of attorney's practice; or

d. Client is no longer financially eligible for legal services free of charge because of a material change in client's resources or alteration in client's objectives. Financial eligibility shall be determined solely by attorney; or

e. There is other good cause under applicable law or ethical rules to justify withdrawal.

9. *Discharge of attorney.* Client shall have the right to discharge attorney at any time without cause. In the event of any such action, client shall so notify attorney in writing. Client understands and hereby acknowledges that, in the event that client discharges attorney pursuant to this Section 9, continued involvement in the project by any other volunteer attorney shall be determined solely by the volunteer attorney.

10. *Client's representation.* Client represents that client meets the applicable financial eligibility requirements. Client represents that it is an entity duly organized and authorized to do business under the law of the state where it conducts its business. Client further represents that all past, current and

future communications, representations and authorizations made by client through its undersigned representative in connection with the project are duly consented to and authorized by client.

The undersigned representative of client hereby certifies that all communications and authorizations contained in this retainer agreement are fully authorized by client and agrees that attorney will represent client on the terms set forth above.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Client)

By: \_\_\_\_\_  
\_\_\_\_\_, as its \_\_\_\_\_

The undersigned attorney hereby certifies that he/she/they agree to provide legal representation to client in the project and on the terms as set forth above.

Dated: \_\_\_\_\_  
\_\_\_\_\_

[This is a sample form to be used as a guide or example, and should be adjusted to suit your client's needs. The Milwaukee Bar Association, Inc. hereby disclaims any and all responsibility or liability, which may be asserted or claimed, arising from or claimed to have arisen from reliance upon the utilization of this form by any person. If the user is not a licensed, practicing attorney and seeks legal advice, the user is advised to contact an attorney for help. No Attorney-Client relationship is created by providing this form or other information to you.]