

RETAINER AGREEMENT



1. **Introduction.** This agreement is made by and between [Client Name, Address and Contact Information] (referred throughout this agreement as Client) and [Attorney Name, Law Firm, Address and Contact Information] (referred throughout this agreement as Attorney).
2. **Scope of Agreement and Services.** Client is in need of legal services and Attorney shall provide such and the parties agree to proceed on a limited scope legal services arrangement. "Limited scope" means Attorney assists Client only in the following ways as described in this document. The parties agree to the following scope of services:

- ☐ Application for Asylum in the United States
- ☐ Removal Proceedings before the Immigration Court
- ☐ Appeal to the Board of Immigration Appeals
- ☐ Petition for Review to the Federal Circuit Court
- ☐ Motion to Reopen Removal Proceedings
- ☐ Other: _____

The Attorney is not agreeing to represent me on any other issue. This means that when my case is complete, Attorney(s) does not have to represent me or my family in any other issue.

This also means that if I have other legal problems during my case, such as criminal cases or lawsuits, Attorney does not have to represent me on those legal issues. I will be responsible for finding an attorney to help me with any other legal problems besides the one checked above.

I also understand that Attorney(s) have not agreed to help me with any other immigration issues that I might have. It is possible that Attorney will continue helping me after my first case is done, but they are not obligated to do so.

3. **Fee Paid to Attorney.** Attorney is handling this matter pro bono and agrees that **no fee** for legal services in this matter will be charged to client.
4. **Costs.** Certain costs related to Attorney providing services to Client shall be paid by Attorney. Costs may include the following: postage, fax, long distance, court document costs, computer-related fees, administrative expenses, messenger services, copies, and related expenses. Any costs related to application fees shall be paid by Client. Costs may include application for employment authorization, cost of client travel to interviews or hearings, cost of DNA testing, cost of family travel, cost of photos and related application expenses.
5. **Client's Duties.** Legal matters require input and work from the Client. Failure of Client to perform any duties listed in this Agreement shall not be held against Attorney. Such duties include:
 - Assist Attorney and complete Attorney's request for getting all information that is necessary for Attorney to provide legal services and respond timely to Attorney's request for completion of action steps helpful to Client's case.
 - Provide and maintain current and complete contact information to Attorney.
 - Answer honestly all questions or request for information Attorney seeks from Client.
 - Travel to Attorney's office if requested and show up at any appearance where Attorney asks Client

to be present.

- Tell Attorney and keep Attorney current as to all information related to Client's matter including sending a copy to Attorney or all documents concerning this agreement.
- Make a good faith effort to seriously consider Attorney's advice as to Client's matter.

Client understands that, if Client breaches any of these duties, it may hurt Client's case, cause loss to Client, or hamper Attorney's ability to advocate for Client.

6. **Conclusion of Legal Services and Attorney's Withdrawal.** Upon conclusion of the services described in this Agreement, or upon Attorney's withdrawal, Attorney's involvement is finished and no other communication from Attorney shall happen. At Attorney's discretion, Attorney may send Client a Notice of Withdrawal in writing to the address listed for Client in this agreement and Attorney's involvement is finished. The Notice of Withdrawal will contain Client's contact information listed above and might be accessible by the public.

Client understands that Attorney may stop helping me if:

- I do not tell the truth about my income, property or family in such a manner as to be ineligible for free services;
- I am not helpful to Attorney(s) in finding evidence or with my case,
- I am convicted of any crimes. I understand that criminal convictions can make my case too difficult for Attorney(s) to handle;
- My case will make my attorney violate the rules of the Minnesota Supreme Court about lawyers and ethical standards.

7. **Termination.** Attorney or Client may terminate this agreement upon written notice to each other. Termination shall not relieve either party from fulfilling obligations agreed to in this Agreement.

8. **Notice.** Attorney makes no direct or implied statements or promises of success or favorable outcome to Client.

9. **File Destruction.** Attorney will maintain a copy of Client's file in Attorney's office for [number] of years after conclusion of the case; after this time it will be destroyed. Client may request a copy of the file at any time during the case or after conclusion up to destruction.

The parties have read this agreement. Client has had the opportunity to ask Attorney questions about this agreement. Any party signing on behalf of Client promises he or she has the authority to do so. This agreement binds the parties.

ATTORNEY

CLIENT

Dated:

Dated:

[Attorney Name]
(MN# [MN License No.])
[Street Address]
[City], Minnesota [Zip]

[Client Name]