



HOMELESS ADVOCACY PROJECT

1429 Walnut Street, 15th Floor, Philadelphia, PA 19102
215-523-9595 (phone) | 215-523-9599 (fax) | www.haplegal.org

REPRESENTATION AGREEMENT

_____, ("Client"), retains _____,
a Homeless Advocacy Project (HAP) volunteer attorney/paralegal/law student ("Advocate"), to
represent Client as his/her legal representative regarding the following matter(s):

Client authorizes Advocate to represent him or herself as a HAP volunteer when making inquiries, or participating in litigation or negotiations on Client's behalf. Client also authorizes Advocate to obtain any information or documents necessary for Advocate's representation of Client. Client agrees that HAP may re-assign Client's case to a different HAP volunteer or to a HAP staff attorney.

A. CLIENT'S DUTIES:

1. To provide Advocate with information that is true and complete to the best of Client's knowledge.
2. To inform Advocate of any change in Client's address or phone number.
3. To inform Advocate of any change in Client's income or assets.
4. To keep appointments with Advocate or to call Advocate in advance to cancel an appointment.
5. To appear at any hearings or court appearances.
6. To pay all costs and expenses related to Client's case which are not waived, including filing fees and fees for obtaining necessary documents.
7. To avoid communications with opposing parties or opposing counsel without prior consultation with Advocate.

B. ADVOCATE'S DUTIES:

1. To provide legal services and representation for Client in this case **free of charge**. Client agrees that any attorneys' fees which may be awarded by the court or paid by the opposing party in this representation are exclusively the property of HAP, and Client authorizes HAP to seek and accept in Client's name all such attorneys' fees.
2. To keep Client reasonably informed about the status of his or her case and to alert Client to important developments in his or her case.

3. To comply with Client's reasonable requests for information.
4. To consult with Client before any significant decision is made on Client's behalf, and to give Client sufficient information to make an informed decision.
5. To consult with Client about any potential settlement of Client's case and to abide by Client's decision whether to approve or disapprove of any settlement offer.
6. To keep all communications between Advocate and Client confidential. However, Client agrees that Advocate may discuss certain facts of Client's case with other people only to the extent it is necessary to represent Client in this case.
7. Not to offer or give any money, gifts or loans to Client.

C. TERMINATION OF REPRESENTATION:

1. Advocate may stop representing Client (subject to court approval, if required) under the following circumstances:
 - (a) the Advocate has completed the services he or she has agreed to provide;
 - (b) further representation would be useless, unreasonable or would not help to achieve Client's objectives;
 - (c) Client is no longer financially eligible for services;
 - (d) Advocate is unable to contact Client despite reasonable efforts; or
 - (e) Client does not cooperate with Advocate.
 - (f) Advocate has a prohibited conflict of interest which cannot be waived or otherwise cured.
2. Client is free to stop Advocate from representing him or her for any reason (subject to court approval, if required).

D. FILE MAINTENANCE: Your file will be destroyed after a period of 5 years (3 years for birth record matters) from case closing.

Client has received, or will promptly be sent, a copy of this Agreement.

Signature(s) of Client(s)

Signature of Volunteer Advocate

DATE: _____

Signature of HAP Staff Attorney

Signature of Firm Supervising Attorney

NOTE TO VOLUNTEERS: You MUST fax or mail a copy of this agreement to HAP (215-523-9599) once you have obtained all required signatures.