

# LIMITED SCOPE LEGAL REPRESENTATION AGREEMENT

This is an agreement between:

(PARTICIPANT) and

(VOLUNTEER) who are participating today in a Wisconsin Wills for Heroes (WFH) free legal clinic sponsored by the State Bar of Wisconsin. Any legal services are provided by WFH volunteer attorneys at no cost to eligible first responders, their spouses and domestic partners.

## **Participant responsibilities**

Participant must accurately and completely answer all questions in the Estate Planning Questionnaire. A separate Questionnaire is required for each person participating in the WFH program, and each Participant is required to have an individual appointment with a separate Volunteer. Participant must also provide accurate and complete information to all WFH volunteers today.

## Services Volunteer will provide

Volunteer will review Participant's Estate Planning Questionnaire as well as any additional information Participant provides today. If Participant is eligible for services through the WFH program, Volunteer will use the information Participant provides to select and prepare the following legal documents: a simple Will; a Power of Attorney for Finances and Property; a Power of Attorney for Health Care; and a Living Will. Volunteer will review the document(s) with Participant. If the documents are acceptable to Participant, Participant will sign the documents in front of two witnesses and a notary. Participant will then be given a complete set of the signed, witnessed and notarized legal documents to take home, together with the Participant's Estate Planning Questionnaire. Participant's information will be kept confidential, will not be used by Volunteer or WFH for any purpose other than to prepare Participant's estate planning documents today. Neither Volunteer nor WFH will retain copies of Participant's documents or Estate Planning Questionnaire. Volunteer agrees to provide his/her services to Participant today on a pro bono basis, free of charge.

## Services Volunteer will not provide

WFH is not a full-service estate planning service. The documents and services that can be provided by Volunteer through this program are designed for small and uncomplicated estates. Large estates or complicated legal matters pertaining to modest estates require more time and assistance than can be provided in the legal clinics organized by the WFH program. Large estates or complicated legal matters should be handled by more experienced estate, tax and probate lawyers, not through WFH. The determination of whether an estate is too large or complicated and thus outside the scope of the program is to be made in the sole discretion of WFH. WFH reserves the right to refuse this service to anyone.

The following issues are beyond the scope of the WFH program; therefore Volunteer will not provide legal representation or advice in certain areas including but not limited to the following:

- 1. Beneficiary designations on any assets;
- 2. Estate, trust or probate administration and/or the avoidance of probate;
- 3. Estate, gift, income and/or generation skipping transfer tax issues;
- 4. All trusts (other than a trust created under your will), including living (revocable) trusts, irrevocable trusts, special needs trusts and charitable trusts;
- 5. Marital property issues;
- 6. Citizenship/domicile of Participant and/or spouse or partner (including estate planning issues);
- 7. Business ownership and/or family business holdings;
- 8. Assets held outside the United States of America and/or asset protection;
- 9. Guardianships; and
- 10. Any other issues which are deemed by any WFH volunteer to be beyond the scope of the program, including but not limited to any issue that is more complicated, difficult or that will require significantly more time, investigation or expertise than can be provided during a WFH clinic.

Neither WFH nor Volunteer will retain copies of your Estate Planning Questionnaire or your estate planning documents after today's clinic. Neither Volunteer nor Volunteer's law firm will have any obligation to provide any continuing representation to you in this or any other matter after today's clinic.

#### Conflicts

Participant's signature below acknowledges that Participant is aware that no lawyer or law firm involved in WFH has performed a conflict of interest search. If Participant is or becomes aware of any potential conflict while meeting with a Volunteer, Participant must inform such Volunteer of a potential conflict at that time.

If Volunteer is or becomes aware of a conflict of interest, Volunteer will notify you that there is a conflict and another volunteer will be assigned to you.

#### Complete agreement

This document states the full scope of the agreement between you and Volunteer. Your signature below confirms that there are no other agreements or representations that have been made to you regarding the scope of the legal services that will be provided today or in the future by Volunteer, Volunteer's law firm or the WFH program.

I understand and agree to the scope of the legal representation and services described in this agreement, including the limitations on what services will not be provided.

Today's date: \_\_\_\_\_

Participant Signature

**Printed Name** 

Volunteer Signature

Printed Name