

Dane County Foreclosure Prevention Taskforce

Foreclosure Answer Clinic

LIMITED REPRESENTATION AGREEMENT

This is an agreement between _____ (Client) and _____ (Volunteer Attorney or Attorney), who has agreed to donate his or her time on _____ (today's date) to assist Client as follows during today's Foreclosure Answer Clinic in connection with the foreclosure case filed against Client in Dane County Circuit Court Case Number _____.

Scope of Representation

Volunteer Attorney will provide the following services to Client at no charge during today's clinic:

1. Review of the complaint filed in the case listed above;
2. Assistance with preparing an answer and appropriate counterclaim(s) in the case listed above;
3. Explain legal terms and the foreclosure process;
4. Referral to appropriate community or legal resources or information;
5. Identify appropriate forms needed by Client.

Volunteer Attorney will not provide the following services to Client:

1. Ongoing advice or assistance to Client of any kind in this matter after the conclusion of today's legal clinic unless and until both attorney and client enter into a separate written representation agreement;
2. Representation of Client in any other case or dispute unless and until both attorney and client enter into a separate written representation agreement;
3. Conduct any independent factual investigation related to Client's loan(s), mortgage, loan servicing or payment(s);
4. Sign any pleadings on Client's behalf or contact any other party on Client's behalf;
5. Any other service(s) not explicitly stated above as a service that Volunteer will provide.

Conflicts

Client's signature below acknowledges that Client is aware that no lawyer or law firm involved in today's clinic has performed a conflict of interest search in advance of the clinic. If Client is or becomes aware of any potential conflict while meeting with a Volunteer, Client must inform such Volunteer of a potential conflict at that time. If Volunteer knows of a conflict during the clinic, Volunteer will notify Client that there is a conflict and another attorney will be assigned if one is available at the clinic.

Important Information

Client understands that the Volunteer Attorney will exercise his or her best judgment while performing the limited legal services set out above, but also recognizes:

1. Attorney is not promising any particular outcome;
2. Attorney has not made any independent investigation of the facts and is relying entirely on Client's limited disclosure of the facts given the duration of the limited services provided; and
3. Attorney has no further obligation to Client after completing the above-described limited legal services unless and until both Attorney and Client enter into another written representation agreement.

Attorney will keep Client's information confidential but will not keep any copies of Client's documents after the clinic.

Complete agreement

This document states the full scope of the agreement between Client and Volunteer Attorney. Client's signature below confirms that there are no other agreements or representations that have been made to Client regarding the scope of the legal services that will be provided today or in the future by Volunteer or the sponsor(s) of today's free legal clinic. Client understands and agrees to the scope of the legal representation and services described in this agreement, including the limitations on what services will not be provided.

_____(Client)

_____(Attorney)