

Brooklyn Law School Model – Group Representation 2006

RETAINER AGREEMENT

We, the _____ Coalition (“Client”), hereby retain the BLS Legal Services Corp.’s Corporate and Real Estate Clinic (“Clinic”) as our attorney to complete certain legal tasks in connection with Client’s effort to obtain the building at _____ from the City of New York.

Details of Legal Service

A. Clinic will:

1. Draft by-laws for the Client;

.....

.....

5. Undertake such other services as are agreed to between the Client and the Clinic.

Limited to these Items

B. This retainer will be limited to these items unless otherwise agreed by both parties and will not include any litigation related or unrelated to these items.

Representation of the Group not Individuals

C. Because the Client is an organization, it is understood and agreed between the organization’s representatives and the Clinic that the Clinic represents the group collectively and not the individuals. The Client’s legal committee is designated to convey directions and questions to the Clinic from the Client and its member associations. The legal committee is composed of _____, _____, and _____ . Client will notify the Clinic in writing of any replacements. Clinic will take actions after being directed by any one of the above except in regard to major issues (as determined by the Clinic) being negotiated which will require direction from two committee members.

Student Representation

D. The Client has been informed and fully understands that its project will be handled primarily by law students enrolled in the Corporate and Real Estate Clinic under the supervision of an attorney who is a member of the faculty of Brooklyn Law School. In the event that the Corporate and Real Estate Clinic terminates, Brooklyn Law School and BLS Legal Services

Corporation will have no further obligation to represent the Client.

No Guarantee of Results

E. The Clinic agrees to provide conscientious, competent and diligent services and at all times will seek to achieve the Client's goals. However, the Clinic cannot predict or guarantee the final outcome or the time-frame for the project.

Full Cooperation

F. The Client agrees to cooperate fully with the Clinic. This includes providing all information or papers requested by the Clinic, attending scheduled meetings and hearings, promptly responding to phone calls and correspondence from the Clinic, keeping the Clinic staff informed of changes in the project and promptly informing the Clinic staff of any changes in the Client's address or telephone numbers.

Fees and Disbursements

G. The services described herein will be provided free of charge. The Client will be responsible for paying all State filing fees as well as closing costs, closing document filing fees, share certificate and corporate seal costs and extraordinary xerox costs (i.e. more than 100 pages).

Other Assistants to and Agents of the Client

H. The Client has a building manager, _____, and a financial advisor, _____, who will be working on this project with the Client and the Clinic. The Client understands that the Clinic will need to share information with these collaborators in order to complete the project and the Coalition consents to this information sharing with the listed individuals/organizations when it is in the interest of the project's success.

Communicating with the Client and Collaborators

I. The Clinic will provide copies of memos, model documents and other written communications prepared by the Clinic to each member of the Coalition's legal committee by mail, fax or e-mail whenever possible but only to one member of the legal committee when student or Client time constraints dictate. The Clinic will provide information and copies of correspondence to the individuals/organizations listed in paragraph H (**upon request from those individuals/organizations**) (as requested by the Coalition only.) ***Strike out inapplicable phrase.***

Terminating and Amending this Agreement

J. This Agreement may only be amended in a writing executed by the Clinic and the

Client. The Client may terminate the Clinic's representation of the Client in this project at any time for any reason by providing the Clinic with written notice of termination. If terminated by the Client, the Clinic is under no obligation to find a replacement attorney. The Clinic may withdraw as counsel for the Client and terminate its representation of the Client in this project for any reason consistent with the requirements of professional responsibility by providing the Clients with written notice of termination.

J. Paragraph A of this agreement may be amended orally but all other paragraphs may only be amended by written agreement.

_____	Date:
BLS Corporate and Real Estate Clinic	
By:	
_____ Coalition	Date:
BY: _____	_____
(Sign)	(Print)
BY: _____	_____
(Sign)	(Print)
BY: _____	_____
(Sign)	(Print)