

Rhode Island Bankruptcy Legal Clinic Agreement for Limited Legal Advice

This is an agreement between the Rhode Island Bankruptcy Legal Clinic (RIBLC), the volunteer attorney, and you. It contains the terms of our agreement to provide you with **limited** legal advice and assistance so that you can better represent yourself in your bankruptcy case. You **MUST** write your initials on the line before each of the terms below.

____ **Scope of Legal Advice:** You have asked us to provide legal advice. We will assist you by providing you with limited advice and information regarding your bankruptcy matter. We have **not agreed** to represent you in the following matters: 1) the filing of a bankruptcy case; 2) filling in the case forms; 3) verifying the information in the case; 4) attend a court hearing or trial with you; 5) file an entry of appearance (a legal document filed with the court stating that the attorney is representing you) in a pending bankruptcy matter; or 6) provide any legal help other than the assistance provided **in this interview**.

____ **Duration of Legal Help:** OUR AGREEMENT TO ADVISE YOU BEGINS IMMEDIATELY AND WILL END AT THE COMPLETION OF OUR INTERVIEW TODAY.

____ **Cooperation:** To advise you effectively, we need your complete cooperation. You agree to honestly and fully answer any questions we ask you regarding your case.

____ **Attorney's Fees:** The RIBLC is a legal clinic, which is a free service. We will not charge you any fees for the assistance you will receive today.

____ **Filing Fees:** There are fees for filing a bankruptcy case. We will not pay any fees associated with your case. You are responsible for all fees.

____ **Declining to Advise:** We may decline to give you advice today if 1) we have a conflict of interest¹; 2) your legal problems are beyond the scope of this project, or 3) for any other reason set forth in the Rhode Island Rules of Professional Conduct. In this event, we will make every attempt to refer you to the appropriate agency to help you.

____ **Prohibited Conduct:** The attorney you are meeting with cannot be your bankruptcy lawyer. Volunteer attorneys are **not permitted** to solicit clients during RIBLC consultations. If we determine that you are in need of additional legal representation in connection with the matters discussed during your interview, we provide you with a list of resources that may aid you in securing further legal assistance.

____ **Consent and Conflict Waiver Agreement:** I, the undersigned, by signing below, understand and agree that RIBLC attorneys may have provided legal assistance in the past, or may provide legal assistance in the future, to persons or institutions, who have interests **opposing your** own interests. I, the undersigned, hereby agrees to **waive** any such interests on the grounds of conflicts of interest, arising from today's consultation, which may occur in the future.

____ **Limitations of Consultations** I also understand that there is no expectation that the assistance of RIBLC attorneys will continue **beyond this consultation**. I understand that I may receive advice today, but that I may also need to hire a private attorney. I understand that this **consultation** is subject to the attorney-client privilege². Finally, I consent to the RIBLC contacting me, if necessary, to follow-up on the services I received today for quality control purposes.

____ **Right to Sue** I agree to waive any and all rights to commence an action against any RIBLC attorney for any legal advice provided during this consultation.

I fully understand that I am waiving both my right to commence an action against the RIBLC attorney on the

¹ A conflict of interest is a situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another.

² Attorney-client privilege means a legal privilege that works to keep communications between an attorney and his or her client secret.

grounds of the limited legal advice provided during this consultation and waive any rights to sue on the grounds of conflicts of interest after participating in RIBLC now or in the future.

I have had enough time to review this document, ask questions, and if I desire, consult with another attorney. I am signing this document voluntarily with the full understanding of the provisions in the agreement.

Your daytime phone number: _____

C Attorney Name (print):

Your Name (*please print clearly*):

Your Signature:

RIBLC Attorney Signature:

Today's Date: _____