SAMPLE ADMINISTRATIVE FORM

STATEMENT OF CLIENT’S RIGHTS AND RESPONSIBILITIES

(Non-Contingency Cases) \*

*\*NOTE: Do not confuse this voluntary statement with the statement of client’s rights required to be used in contingency fee cases.*

We are providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully. If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney with this firm may not refuse to represent you because of race, creed, color, sex, sexual orientation, national origin or disability. You are entitled to expect that your attorney will be capable of handling your case; showing you courtesy and consideration at all times; representing you zealously; and preserving your confidences and secrets that are revealed in the course of the attorney-client relationship.

You are entitled to a written retainer agreement, which sets forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions orally represented to you. You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory. Your attorney may not request a fee that is contingent on the securing of a divorce, resolution of a criminal matter, or certain other actions. You are entitled to know the approximate number of attorneys and other legal staff members who may be working on your case at any given time and what you will be charged for the services of each. You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent. At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case.

You are entitled to receive a written itemized bill on a regular basis. You are expected to review the itemized bills sent by the firm, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney and to provide all relevant information and documentation to enable him or her to competently prepare your case. You are entitled to be kept informed of the status of your case, and to be provided with copies of documents prepared on your behalf or received from the court or your adversary.

You have the right to be notified of and attend court conferences unless a judge orders otherwise. You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Should your attorney seek to withdraw from the representation, or should you discharge your attorney for any reason, you have the right to obtain the release of your file. If an action is pending, the court may give your attorney a “charging lien,” which entitles your attorney to payment for services already rendered at the end of the case out of any proceeds of your judgment. If no action is pending and your withdrawing attorney retains possession of the file, the attorney must return it within 30 days of withdrawal, but may then commence proceedings against you to recover any unpaid fee.

You are under no legal obligation to sign a note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney’s written retainer agreement must specify whether, and under what circumstances, such security may be requested.

You are entitled to have your attorney’s best efforts exerted on your behalf, but no particular results can ever be guaranteed. If at any time you believe that your attorney has engaged in unethical conduct, you can report the matter to The Florida Bar which oversees lawyer conduct.

In the event of a fee dispute, you have the right to seek arbitration, the results of which are binding. Upon your request, The Florida Bar\*\* will provide you with the necessary information in the event of a fee dispute. \*\* 800-342-8060.

ACKNOWLEDGED THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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[Client’s Printed Name] [Client’s Signature]

DATED THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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[Attorney’s Printed Name] [Attorney’s Signature]