

Limited Scope Service Agreement

Limited Representation Client and Lawyer Agreement
Including Court Appearance

This Agreement, executed in duplicate with each party receiving an executed original, is made between

_____ hereafter referred to as "Lawyer"

-and-

_____ hereafter referred to as "Client".

1. **Nature of Case.** The Client is requesting ongoing consulting services from Lawyer in the following matter: (guardianship, parenting, contact, child support)

These services are likely to require Lawyer to appear on the record at Court for limited issues.

2. **Client Responsibilities and Control.** Client intends to retain control over all aspects of the case except those specifically assigned to Lawyer, and understands that he or she will remain in control of the case and be responsible for all decisions made in the course of the case. Client agrees to:

- a. Cooperate with Lawyer or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b. Keep Lawyer or office advised of Client's concerns and any information that is pertinent to Client's case;
- c. Provide Lawyer with copies of all pleadings and correspondence to and from Client regarding the case;
- d. Advise Lawyer immediately, in writing, of any/all negotiations with the other party or his/her lawyer;
- e. Immediately provide Lawyer with any new pleadings or motions received from the other party;
- f. Keep all documents related to the case in a file for review by Lawyer;
- g. Keep the office advised of your current address and phone number at all times as well as any changes to your job, income or other important information; and
- h. Respond to all letters and telephone calls from the office.

3. **Services to be performed by Lawyer.** Client and Lawyer have agreed that Lawyer will provide the following services indicated by YES; Lawyer will not perform any services indicated by the word NO:

- a. Legal advice: office visits, telephone calls, fax, mail, email;
- b. Advise about availability of alternative means to resolving the dispute, including mediation and arbitration;
- c. Evaluation of Client's self-diagnosis of the case and advising Client about legal rights and responsibilities;
- d. Guidance and procedural information for filing or serving documents and referrals to clients;
- e. Review pleadings and other documents prepared by Client;
- f. Suggest documents to be prepared;
- g. Draft pleadings, motions and other documents;
- h. Factual investigation: public record searches, in-depth interview of Client;
- i. Contacting witnesses;
- j. Legal research and analysis;
- k. Evaluate settlement options;
- l. Discovery and interrogatories, Examinations on Affidavits or Examinations for Discovery, requests for document production;
- m. Planning for negotiations and negotiations with counsel;
- n. Preparation for court appearances, including possible liaising with duty counsel;
- o. Standby telephone assistance during negotiations or settlement meetings;
- p. Attendance at 4-way meeting or settlement meeting on _____;

- q. ____ Referring Client to expert witnesses, parent evaluators or other private counsel;
- r. ____ Attendance at Interim Summary Hearing or JDR on _____; and
- s. ____ Other: _____

- i. The Lawyer will have a maximum of 7.5 hours on the Limited Scope Service Contract to assist with your case. This time must be carefully utilized. In extraordinary cases, the client may request that Lawyer provide additional services. In order for any further assistance a request will have to be made in writing to Legal Aid Alberta and apply for further coverage. It will only be in extraordinary cases that Legal Aid Alberta will authorize more time for the client. If Lawyer agrees to provide additional services and is authorized by Legal Aid Alberta, those additional services will be specifically listed in an amendment to this Agreement and initialed and dated by both parties. The date that both Lawyer and Client initial any such list of additional services to be provided will be the date on which Lawyer becomes responsible for providing those additional services. If Client is later granted full coverage by Legal Aid Alberta to have Lawyer as Client's counsel of record for handling the entire case on the Client's behalf, Client and Lawyer will enter into a new written Agreement setting forth that fact, and Lawyer's additional responsibilities in the Client's case.
 - ii. Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in paragraph 3(a-s) which are identified with the word NO at any time during or following this Limited Scope Service Agreement. However, Client will provide notice to Lawyer of assistance from another counsel.
4. **Counsel of Record.** It is the intention of Lawyer and Client that Lawyer shall only perform those services specifically requested of Lawyer. Some of those services may require Lawyer to become counsel of record for an appearance or make a court appearance in Client's case in order to perform the service requested. Lawyer and Client specifically agree that Lawyer's becoming counsel of record for such purposes shall not authorize or require Lawyer to expand the scope of representation beyond the specific services designated. In the event that any Court requires Lawyer, as counsel of record for one or more authorized issues or tasks, to assume the responsibility for other tasks or issues reserved to Client or a third party professional, the Lawyer may, at his or her option, elect to withdraw from the record, and advise the Court that is beyond the scope of his or her limited retainer and the Client agrees to execute any forms reasonably requested by

Lawyer to do so. The lawyer may file a Notice of Limited Scope Representation with the Court setting out the scope of the representation and file a Notice of Withdrawal.

5. **Method of Payment for Services.** The current hourly fee charged by Legal Aid Alberta for services provided by Lawyer under this agreement is \$84.00 per hour. The hours of coverage on the Limited Scope Service Contract are 7.5 hours. The hourly fee shall be payable to Legal Aid Alberta at the time that Lawyer submits his or her account to Legal Aid Alberta. Lawyer will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour.

Costs: Client will pay Lawyer's disbursements incurred in connection with this Agreement, including long distance telephone and fax costs, photocopy expense and postage. All costs payable to third parties in connection with Client's case including filing fees, investigation fees, deposition fees and the like will be paid by Legal Aid Alberta at the time of the incursion. Legal Aid Alberta will advance costs to third parties on Client's behalf and the costs in their entirety will become payable by Client to Legal Aid Alberta when the full account for all services has been submitted to Legal Aid Alberta by Lawyer.

Client acknowledges that Lawyer has made no promises about the total amount of Lawyer's fees to be incurred by Client under this Agreement.

6. **Resolving Disputes between Client and Lawyer.**

- a. **Notice and Negotiation.** If any dispute between Client and Lawyer arises under this Agreement, both Lawyer and Client agree to meet and confer within fifteen (15) days of written notice by either Client or Lawyer that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings. Failing resolution the client may make a request in writing to Legal Aid Alberta for a change in counsel.

7. **Ending the Agreement.** Client may end this Agreement at any time, for any reason. Please note that ending the Agreement may impact upon Legal Aid Alberta providing future coverage for the Client. Lawyer must end this Agreement if Lawyer learns of any continuing perjury, fraud, or other dishonest act. Lawyer may end this Agreement if they believe Client has not fulfilled an important obligation of this Agreement, or for other good cause, ethical issues, or other reason authorized by law.

Lawyer may also end this Agreement if:

- a. Client is unreasonably difficult to deal with, such as being rude to staff and volunteers, impeding the progress of the case, or not following Lawyer's instructions;
- b. Client is no longer able to represent him/herself;
- c. Client gets help from another lawyer on the issues covered under this Agreement or service provider after signing the Agreement, without a referral from Lawyer;
- d. Client's income or assets exceed the eligibility guidelines;
- e. Lawyer believes Client has not been truthful and may perjure him/herself in Court;
- f. Communication between Client and Lawyer has broken down;
- g. Client changes the pleadings after leaving Lawyer's office and files them without telling Lawyer first;
- h. Client cancels or doesn't show up for more than three appointments with Lawyer without reasonable explanation; and/or
- i. Client does not answer phone messages or letters from Lawyer within a reasonable period of time.

8. **Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Lawyer. All amendments shall be in writing and attached to this Agreement. If Client wishes to obtain additional services from Lawyer as defined in Paragraph 3, a photocopy of Paragraph 3 which clearly denotes which extra services are to be provide, signed and dated by both Lawyer and Client and attached to this Agreement, shall qualify as an amendment and further authorizations will be required from Legal Aid Alberta.

9. **Severability in Event of Partial Invalidity.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

10. I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one.

- a. _____ I have read this Agreement carefully and understand it.
- b. _____ I have accurately described the nature of my case in Paragraph 1.
- c. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.
- d. _____ The services that I want Lawyer to perform in my case are identified by the word YES in Paragraph 3. I take responsibility for all other aspects of my case.

- e. ____ I understand and accept the limitations on the scope of Lawyer’s responsibilities identified in Paragraph 4 and understand that Lawyer will not be responsible for my conduct in handling my own case.
- f. ____ I have considered the additional information and advice that Lawyer has given me.
- g. ____ I certify that my case has a proper purpose and is supported by the law and that I am not using the legal process to harass the other person or cause delay or extra expense.
- h. ____ I understand the possible risks and benefits of the limited-service contract described in this Agreement.
- i. ____ I understand that any amendments to this Agreement will be in writing, as described in Paragraph 8.
- j. ____ I voluntarily, knowingly and intentionally enter into the Agreement with Lawyer.

CLIENT

LAWYER

(print name)

(print name)

(signature)

(signature)

Date: _____

Date: _____