

Sample #1 - Client Retainer Agreement

Immigration Services Agreement

A. TERMS OF REPRESENTATION

This agreement for legal representation and service is between the Legal Department of Catholic Charities (CC) and _____, referred to hereinafter as the client(s).

I, the undersigned client, hereby authorize CC to represent me in only the following immigration matter before the U.S. Citizenship and Immigration Services (USCIS), or the Executive Office for Immigration Review ("Immigration Court"), in connection with the following services:

B. I UNDERSTAND I HAVE THE FOLLOWING RIGHTS AS A CLIENT:

1. To be kept informed by CC about any important developments in my case.
2. To be consulted by CC legal staff before any significant decision is made or action taken on my behalf.
3. To expect that CC legal staff will pursue my case with all reasonable diligence, and will maintain the confidentiality of all information that I share with my legal representative. No documents in my file will be released to anyone other than myself without my consent.
4. To be informed in writing if the CC withdraws as my legal representative for any reason, and to be provided with any original documents belonging to me or issued by USCIS or the Immigration Court regarding my case.

C. I UNDERSTAND I HAVE THE FOLLOWING RESPONSIBILITIES AS A CLIENT:

- 1 To attend all scheduled appointments with my legal representative, or to call to reschedule an appointment if I cannot attend.
- 2 To be truthful in all my communications with my legal representative.
- 3 To inform my legal representative of **all changes** of address, telephone number and any circumstances within **7 days** of any change.
- 4 To cooperate in assisting my legal representative in obtaining requested documents or information needed for my case.
- 5 To respond to letters from my legal representative asking me to call her or him.
- 6 To attend all USCIS interviews, court hearings or other appointments scheduled in my case with the USCIS or the Immigration Court, or at any other location.
- 7 To make all payments to the CC as agreed upon in the payment plan written at **Part E**, below. Any changes to the payment plan will not be in effect unless agreed to by both CC and myself in writing.
- 8 If this agreement is terminated by either myself or CC I agree that any money I have paid to CC will NOT BE REFUNDED TO ME, and that I will remain responsible for paying all money which may still be owed by me for the work CC did on my behalf. I agree to pay any bank charged penalty on returned checks.

D. I FURTHER UNDERSTAND THE FOLLOWING:

1. The CC cannot guarantee that I will be granted the benefit that I am seeking From USCIS or the Immigration Court, even after the CC successfully files all necessary applications and documents.

2. If I am in the United States without legal immigration status, I am always subject to deportation or removal by the Immigration and Customs Enforcement (ICE). If I am not already in deportation or removal proceedings at the time that the CC agrees to represent me, the CC may not be able to protect me from deportation or removal, and will make an independent decision whether to represent me in my deportation or removal proceedings.
3. That the CC may withdraw as my legal representative and close my case at any time, if I fail to provide truthful information or documentation to my legal representative, or fail to comply with my responsibilities in **Part C**, above, or fail to comply with the agreed upon payment plan in **Part E**, below, or if my income improves to the point that I am able to afford a private attorney.
4. That if my case involves several steps, the CC is not obligated to represent me in all steps of the process beyond those agreed to at **Part A**, above. The CC may withdraw from representing me in any additional stages, or the CC and I may make a new agreement, effective only after put in writing, for continued representation for any additional or new steps not described in **Part A**, above.

E. LEGAL FEE & PAYMENT PLAN

I understand that the fee for these services the CC will provide, as described in **Part A**, above, will be \$ _____ payable with a **Money Order**. I understand that this fee does not include any of the following:

- USCIS or Immigration Court filing fees
- Fingerprints, and photos which may be required with my application, if any;
- Any extraordinary charges incurred by CC in its efforts to pursue my case, such as costs of experts, long distance telephone calls, messenger or express delivery services; color or extraordinary photocopy costs, if any, or any additional charges written below
- Costs of preparing any additional USCIS applications which are not mentioned in **Part A**, such as work authorization renewal applications, etc.
- Appeals of any decisions by USCIS or the Immigration Court made in my case.

I agree to the following payment plan:

<u>Trans. #</u>	<u>Date</u>	<u>Amount</u>	<u>Ck./Mo./Cash</u>	<u>Balance</u>	<u>Accepted By</u>

Client's Signature: _____ Date: _____

Print Name: _____

For Catholic Charities (Signature) _____ Date: _____

Print Name: _____

Approved by: _____ Date: _____

Sample # 2 - Client Retainer Agreement

Immigration Services Agreement

I, _____, understand that Immigration Legal Services (also known as the Program) will represent me in the following matter:

I understand that I am being represented in the matter listed above only and that, should any appeal be necessary, I am not guaranteed representation. The fee for this service is \$_____.

In the event that additional services, other than those specifically described above, are needed in my case, I understand that additional fees may be charged. In the event that the immigration law or regulations change, requiring more time and effort to represent me, I understand that the fee for services may increase. I further understand that if changes occur in my life circumstances or if I take any actions that require Catholic Charities more time and effort to represent me that the fee for service may also increase.

I HAVE THE FOLLOWING RIGHTS AS A CLIENT:

1. To be informed about any important developments in my case.
2. To be consulted before any significant decision is made on my behalf. The caseworker will abide by my decisions with respect to the objectives of the representation, subject to ethical and legal obligations.
3. Catholic Charities will keep information regarding my case confidential. However, it is possible that my case may be reviewed by others for grant or accreditation purposes but those individuals/entities will also be required to respect my confidentiality.
4. I have the right to know the qualifications of the staff assisting me.
5. I have the right to withdraw my case from Catholic Charities at any time.

AS A CLIENT, I HAVE THE FOLLOWING RESPONSIBILITIES:

1. To voluntarily give all information regarding my immigration history, and respond truthfully to all questions asked by my caseworker, furnish all documents requested, and otherwise reasonably cooperate with my caseworker.
2. To keep the caseworker handling my case informed of all developments, including, but not limited to, all changes of name, address, telephone number, immigration status, and other pertinent information. I will inform my caseworker of changes in address and telephone number in writing **within five (5) business days of the change.**
3. To keep all appointments with my caseworker or to call the caseworker *at least 24 hours* in advance to cancel an appointment.
4. To appear at any CIS interview or court hearing or proceeding regardless of whether Immigration Legal Services will represent me in that matter.
5. To make all payments to Immigration Legal Services in a timely fashion as agreed on in the payment agreement.
6. I will see my caseworker at least one time each year while my case is open with Immigration Legal Services for an annual update. There will be an annual charge of \$50 covering this visit and annual case maintenance.

ADDITIONAL UNDERSTANDINGS BETWEEN CLIENT AND IMMIGRATION LEGAL SERVICES:

1. Immigration Legal Services will pursue my case with all reasonable diligence, but **cannot** guarantee results. Thus, Immigration Legal Services **cannot** guarantee that I will be granted the benefit sought or obtain the desired outcome.
2. If I am in the United States without legal documentation, I am always subject to removal by the USCIS. Immigration Legal Services may not be able to protect me from removal and will make an independent decision regarding whether or not to represent me in removal proceedings.
3. Catholic Charities has a grievance procedure I may use if I have any complaints regarding the services provided. The procedure is as follows: The client will first contact the caseworker responsible for the client's case. If the caseworker is not responsive to the client's complaint within **two days**, the client may prepare a grievance form (available from any staff member or the office receptionist) and give it to the Senior Program Manager of Immigration Legal Services. If she does not resolve the problem, the form will go to Catholic Charities' Chief Operating Office who will make the final decision in the matter.
4. Immigration Legal Services may reassign my case among staff members. The Program will inform me in writing of such a transfer.
5. I understand that if I do not fulfill any part of this agreement, the Program may withdraw from my case.
6. I understand that the Program's fee is for legal services and does not include USCIS fees, out of pocket expenses, and charges for checks returned for insufficient funds. If I withdraw from the Program's representation, I will owe for the work completed at the time of withdrawal.
7. If a conflict of interest arises that cannot be resolved, the Program may withdraw from one or both individuals in this matter in keeping with ethical obligations.
8. The Program will keep my file for ten years after it is closed.

The following individuals by their signatures mutually agree to this contract.

Signature of Client

Signature of Caseworker

Date

Date