

RETAINER AGREEMENT

This Agreement is made by and between **Organization/Firm Title**, (hereinafter referred to as “Firm”), and **Client Name** (hereinafter referred to as “Client”).

The purpose of this Agreement is for Firm to provide legal services to Client in connection with **Case Number**; For the limited purpose of representation on an Interlocutory Appeal of the Trial Court’s order rendered on or about **Date**, granting State’s Petition for Discretionary Transfer certifying Client to be tried as an adult. For the limited purpose of representation on an Interlocutory Appeal of the Trial Court’s order rendered on or about February 12, 2021, granting State’s Petition for Discretionary Transfer certifying Client to be tried as an adult.

NOW, THEREFORE, the parties agree and understand as follows:

1. Firm will serve as lead counsel for this limited scope of employment. This means that the Firm will have the final authority to provide strategy and written work product on your behalf. It also means that you must communicate your express interests to the Firm and that communications with other members of the defense team are not sufficient. The Firm requires you to express your wishes directly to us.
2. Firm will zealously pursue Client’s interests within the bounds of the law. Firm will represent Client in this Case by researching the applicable law, investigating the facts, representing Client in court.
3. Firm will maintain communication with Client concerning the Case. Firm will consult with Client regularly about anything important that happens in this Case.
4. Client understands that it is important that Client communicates with Firm concerning this Case. Client agrees to cooperate and give Firm all necessary information related to Client’s legal problem. Client agrees to keep Firm informed of any additional charges or contacts with law enforcement, prosecutors or other government employees regarding this case.
5. Firm will keep in confidence all communications with Client relating to this representation, including documents pertaining to this Case, except so far as disclosure is required or permitted by the Texas Disciplinary Rules of Professional Conduct or other law.
6. Firm is a nonprofit legal organization and therefore will not require Client to pay attorney fees. Client understands that as a nonprofit legal organization with a mission specifically to improve the lives of youth and emerging adults in the criminal legal system, the Firm will work for both its mission and the Client’s interests so long as both are aligned. Should the two diverge, the Firm will communicate such divergence to the Client and may choose to recuse itself from further representing the Client.
7. Client agrees that Firm may sub-contract legal work with Client’s consent, and that such sub-contracting comes out of Firm’s fee. Client will not be billed for it as an expense or otherwise. Client may, however, be billed for any out-of-pocket expenses incurred by sub-contractors if prior approval is obtained from Client.
8. The contents of Client’s file are owned by Client and all contents, except for the State’s work product or documents that the law prohibits Firm from disclosing to Client, IS available to Client for copying and inspection.

9. Client agrees and understands that Firm may end this Agreement and not perform the specified services if there is good cause, for example: (1) Client does not cooperate with Firm; (2) Client gives Firm false information; or (3) in Firm's opinion, it would be ethically wrong to do further work on this Case.
10. Client agrees and understands that after this Case is closed, Client may ask Firm to return any of Client's original documents that Firm may have in Firm's possession. Client understands that this request must be made in writing. Client further understands that Firm will destroy Client's file, including all the original documents, seven years after Client's case is closed, if Client has not requested return of Client's documents. Client understands that expenses incurred in connection with returning Client's documents will be the responsibility of Client.
11. Client understands that trial, appeal, and hearing results cannot be guaranteed, and that no guarantees as to results are or will be made by Firm.

I, _____, insist that Firm protect the secrecy and confidentiality of all communications about my case. I demand assertion of the Attorney-client privilege at all times except when in the professional judgment of Firm, a disclosure will aid my defense.

SIGNED and AGREED to on this _____ day of _____, 20__.

Client Name, Client

Attorney Name, Firm