Investigation/Representation Agreement

This is an agreement between you and Utah Legal Services. Please read it carefully. It explains both your rights and your responsibilities as a potential client, and if your case is accepted, as a Legal Services client. If you have questions or concerns about this agreement, please discuss them with us before signing. Thank you.

I, (your name):_____, request and authorize Utah Legal Services, Inc. (ULS) to represent me in the following matter:

_____

_____

_____

_____

I understand and agree that:

Paragraphs 1 - 4 apply to me, right now, as a potential client:

1. Upon receipt of this form and other necessary paperwork, ULS staff will consider whether to accept my case and will notify me of their decision. I will assist by providing paperwork and other information to ULS when requested. I understand that ULS might not be able to help me.

2. ULS is investigating my case and has not yet agreed to accept it. I am responsible for meeting any deadlines with regard to my legal problem during the investigation, including filing documents, or filing for hearings or appeals.

3. I have the right to file a complaint if ULS decides not to handle my case or if I feel I am not being properly represented. The persons I can contact to complain are the local office managing attorney and the task force chair. The names and direct extensions of these people will be provided to me upon my request at the local office or any legal services telephone number.

4. ULS may refer my case to Utah Dispute Resolution for mediation and/or the Utah State Bar which will try to find a private volunteer attorney to handle my legal problem without charge to me. ULS may give any information it has about my case to Utah Dispute Resolution and/or the Utah State Bar and/or a private attorney who is considering representing me.

The paragraphs below, in addition to those above, apply if ULS agrees to represent me and I become a Legal Services client:

5. I will cooperate fully with my advocate. I will keep appointments and attend all court hearings.

6. I have the right to discuss any settlement offer with my advocate and understand that no settlement will be entered without my approval.

7. I will discuss with my advocate everything I want from the opposing party, or that I want to accomplish with my case. I will discuss with my advocate the important decisions about how to handle my case. I can ask ULS to stop helping me at any time. If my advocate believes that what I want is not possible or reasonable, ULS may withdraw from my case.

8. I will tell ULS if my address, telephone number, income or assets changes. If I fail to keep ULS informed of my current address and phone number, or if my household's income or asset increases, ULS may withdraw from my case.

9. ULS may advance the cost of investigating, preparing, filing and presenting my case, and I agree to repay ULS as long as I am consulted about each cost before it is paid. Except for these costs, I will not be required to pay ULS for the help it provides. I will not be charged any attorney fees.

10. If ULS agrees to represent me, it is representing me only in this current action. If my case results in additional appeals or actions, an independent application and decision for representation will be required. For example, if ULS agrees to represent me in a protective order action, a subsequent divorce or custody matter requires an independent application and decision for representation.

11. I am entitled to a copy of this agreement and any other form I fill out or sign for ULS. I have the right to receive a copy of all pleadings and documents at the time they are filed with the court. However, I am not entitled to work product, which is mainly notes made by ULS staff.

ULS promises:

12. To provide competent legal representation.

13. To treat me with respect and dignity.

14. To keep me informed about the status of my case, explain my rights and remedies fully and consult with me on any settlement proposal.

15. To keep all communications and information about me confidential. However, ULS may be required to disclose certain information about my case to its funding sources, mainly for statistical purposes.

_____	_____	_____
Date	Client Signature	Advocate Signature

LSC Approved 4/00
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Ogden
298 24th St., #110
84401
801-394-9431
Fax: 801-827-0420

Salt Lake City
205 N. 400 W.
84103
801-328-8891
Fax: 801-869-2715

Provo
455 N. University #100
84601
801-374-6766
Fax: 801-655-5350

St. George
229 E. St. George Blvd. #103
84770
435-628-1604
Fax: 435-986-7163

LSC

Toll Free (outside of Salt Lake County): 1-800-662-4245