

COLORADO ATTORNEYS FOR THE ARTS
Client Legal Referral Agreement
PLEASE READ CAREFULLY

1. A referral for pro bono legal assistance through the Colorado Business Committee for the Arts (CBCA)'s Colorado Attorneys for the Arts program (CAFTA) is available to individual artists with an annual adjusted gross income of \$29,700 or less (with an additional allowance of \$10,350 for a spouse or domestic partner and each dependent) and nonprofit arts organizations with annual operating budgets of up to \$250,000. For profit creative organizations will be evaluated for financial eligibility on a case-by-case basis, taking into consideration individual owner/partner/shareholder income, annual revenue and assets associated to the legal business entity. Any client who misrepresents their financial circumstances may be responsible for the full amount of legal fees incurred. By signing this agreement you acknowledge and represent that you qualify for pro bono legal services under the guidelines stated above and understand that you may be held liable for any fees incurred by CAFTA and your volunteer attorney should you misrepresent your financial circumstances.
2. If your case involves a record deal, publishing deal, book deal, or similar agreement that may result in a monetary advance to you, and the amount of the advance puts you over the income limit, the volunteer attorney reserves the right to decline to continue providing pro bono services.
3. CAFTA will not represent you as your attorney nor provide any legal advice or services. CAFTA is an informational resource and referral service for those in the arts. To assist you, we will gather facts and summarize your legal matter so you might be referred to a volunteer attorney.
4. Any information obtained by CAFTA in the process of working with you, including client communication and materials, is treated as confidential. CAFTA will keep confidential your confidential information. CAFTA is not a law firm and no attorney-client relationship is created with CAFTA so your information is *not protected by attorney-client privilege*. If you are referred to a volunteer attorney, please discuss confidentiality and your attorney-client privilege at that time. Please let us know if you have any questions or concerns about the confidentiality of your information.
5. After your initial application and follow-up intake (if deemed necessary) with CAFTA, your case may be referred to a volunteer attorney. It may take two to three weeks to complete the initial intake and evaluation process. CAFTA matters are evaluated by a panel of attorneys to ensure they are legitimate, discrete and eligible matters. If approved, an anonymous abbreviated description of all open matters is distributed to CAFTA's database of volunteer attorneys. If an attorney selects your matter, the referral is evaluated by a panel of attorneys. If the match is approved, the attorney is notified in order to clear any potential conflicts of interest. We make our best effort to find a volunteer attorney for every qualified and eligible applicant, but cannot guarantee that one will volunteer. The entire process from application to referral may take several weeks and CAFTA cannot guarantee a referral for pro bono legal assistance.
6. CAFTA will notify you by the preferred method included on your initial application if we locate a volunteer attorney who has agreed to consider providing you with pro bono assistance and all conflicts have cleared. Please notify us of any change in your contact information immediately. We will advise you of the attorney's contact information at that time. Upon receiving the volunteer attorney's contact information, **IT IS YOUR RESPONSIBILITY TO CONTACT YOUR VOLUNTEER ATTORNEY PROMPTLY**. If you do not contact him/her within 3 business days, you may lose your opportunity to work with that (or any other CAFTA) volunteer attorney. If your volunteer attorney does not respond to you within 3 business days, please let us know immediately.

7. If at any point you no longer need the assistance of a volunteer attorney while you are in the process of seeking a referral, please contact CAFTA immediately.
8. Although you will not pay for your volunteer attorney's time, **YOU MAY BE RESPONSIBLE FOR ANY OUT-OF-POCKET EXPENSES** including filing fees, long-distance phone calls, charges for copying, messengers, etc. that may be required in relation to your case. It is your responsibility to discuss potential expenses with your volunteer attorney.
9. **YOU ARE BEING REFERRED TO A VOLUNTEER ATTORNEY SOLELY WITH RESPECT TO THE MATTER YOU HAVE DESCRIBED.** Unless you and the attorney to whom CAFTA has referred you agree otherwise, if the attorney takes on your matter, it will be solely with respect to the matter for which you have applied and the referral was made. If you require assistance with a different legal matter, you may discuss a separate engagement with your volunteer attorney or return to CAFTA for a new assignment. If you return to your volunteer attorney with new questions or legal problems without contacting CAFTA, you may have to engage that attorney separately and the attorney is free to charge you for any help he/she chooses to provide.
10. You are **STRONGLY** encouraged to complete an evaluation survey at the conclusion of your engagement. This survey helps CAFTA track the overall value and efficiency of the program. This evaluation survey does not pertain to the interaction between you and your attorney, request any confidential information or pertain to any specifics related to your legal matter. A link to the online evaluation survey is available at <http://coloradoattorneysforthearts.org>. You are also encouraged to send a Thank You note to your volunteer attorney at the conclusion of your engagement.
11. CAFTA does not ask or require its volunteer attorneys to participate in litigation proceedings. Some of our volunteer attorneys may be willing to work towards a negotiated solution on your behalf. By signing this agreement, you understand that you and your attorney should discuss whether litigation may be required, and if so, whether the attorney will handle the litigation. In the event that litigation, arbitration, or a similar proceeding becomes necessary, you agree that you will not oppose your attorney's decision (or formal motion) to withdraw from their representation
12. **PLEASE REMEMBER THAT YOUR VOLUNTEER ATTORNEY IS GENEROUSLY DONATING HIS OR HER TIME. IT IS IMPERATIVE THAT YOU BE PREPARED BEFORE CALLING YOUR ATTORNEY AND RESPOND TO HIM OR HER PROMPTLY. ALWAYS BE COURTEOUS AND RESPECTFUL OF HIS OR HER SCHEDULE!**

By signing below, I hereby acknowledge that I have read and understand the above.

Signature of Artist or Representative of Arts Organization

Date

Print Name and, if applicable, Title and Name of Arts Organization