

COLORADO ATTORNEYS FOR THE ARTS
Pro Bono 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 \$45,180 or less (with an additional allowance of \$16,140 for a spouse or domestic partner and each dependent) and nonprofit arts organizations with annual operating budgets of up to \$500,000. This annual adjusted gross income threshold is based on 300% of the federal poverty guideline (updated annually). For-profit creative entities are evaluated for pro bono eligibility on a case-by-case basis, taking into consideration the income of each individual owner/shareholder, annual revenue, and assets associated to the legal business entity. Unless permitted by CAFTA, a client must be a Colorado resident or a legal business entity with its principal place of business in Colorado. 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 if you misrepresent your financial circumstances or residency.
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 causes your income to exceed the limit established in paragraph (1), the volunteer attorney may decline to continue providing pro bono services.
3. CAFTA does not represent you as your attorney. CAFTA does not provide legal advice or services. CAFTA is a referral service for individuals and organizations involved in the arts. To assist you, CAFTA gathers facts and summarizes your legal matter so that you might be referred to a CAFTA volunteer attorney.
4. Any information obtained by CAFTA, including client communication and materials, is treated as confidential. CAFTA will not disclose any confidential information. Because CAFTA is not a law firm, *no attorney-client relationship exists, and your information is not protected by attorney-client privilege*. If you are referred to a CAFTA volunteer attorney, please discuss confidentiality and attorney-client privilege with the attorney at that time.
5. After your initial application and follow-up intake with CAFTA, your case may become eligible for referral to a CAFTA volunteer attorney. It will take a minimum of 2 weeks for CAFTA 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 by the panel of attorneys, and upon CAFTA's receipt of this signed Client Legal Referral Agreement and payment of the non-refundable Administration Fee, an anonymous abbreviated description of your case is distributed to CAFTA's database of volunteer attorneys. CAFTA will not distribute your case to the volunteer attorneys without confirmed receipt of this signed Client Legal Referral Agreement and payment of the non-refundable Administration Fee. If an attorney volunteers to assist with your matter, the match is evaluated by a panel of attorneys. If the match is approved, the volunteer 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 or months. **CAFTA CANNOT GUARANTEE A REFERRAL FOR PRO BONO LEGAL ASSISTANCE.**
6. After an initial conflicts check has cleared, CAFTA will notify you that we located a volunteer attorney who has agreed to provide you with pro bono assistance. CAFTA will provide you with the volunteer attorney's contact information at that time. Notify CAFTA of any change in your contact information immediately. Upon receiving the volunteer attorney's contact information, **IT IS YOUR RESPONSIBILITY TO CONTACT THE VOLUNTEER ATTORNEY PROMPTLY**. If you do not contact the volunteer attorney within 3 business days, you may lose your opportunity to work with that attorney or any other volunteer attorney. If the volunteer attorney does not respond to you within 3 business days, contact CAFTA immediately. The volunteer attorneys in CAFTA's database do not work for CAFTA, nor is CAFTA an agent of these attorneys. Once you and the voluntary attorney have made contact, the relationship is exclusively between you and the attorney. CAFTA has no role in the relationship or engagement.
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, you must 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 REFERRED TO A VOLUNTEER ATTORNEY SOLELY WITH RESPECT TO THE SINGLE, ARTS-RELATED LEGAL MATTER YOU HAVE DESCRIBED. Unless you and the attorney to whom CAFTA has referred you agree otherwise, the representation will solely relate to the matter for which the referral was made. If you require assistance with a different legal matter, you may discuss a separate engagement with your volunteer attorney or submit a new application to CAFTA. 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 may elect charge you for any help the volunteer attorney chooses to provide. CAFTA is not responsible for the attorney's quality of work, responsiveness, professionalism, or any outcome or results of the legal matter. ONCE YOU AND THE VOLUNTEER ATTORNEY HAVE ENTERED INTO AN ATTORNEY-CLIENT RELATIONSHIP, CAFTA IS NO LONGER INVOLVED IN ANY WAY. AFTER ENGAGEMENT WITH CAFTA, YOUR RELATIONSHIP WITH THE ATTORNEY WILL BE THE SAME AS ANY ATTORNEY-CLIENT RELATIONSHIP, GOVERNED BY THE AGREEMENT BETWEEN YOU AND THE ATTORNEY.
10. You are STRONGLY ENCOURAGED to complete an evaluation survey at the conclusion of your attorney-client engagement. This survey helps CAFTA track the overall value and effectiveness of the program. Do not share any confidential information in this evaluation survey. 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 volunteer for any particular matter. Neither CAFTA nor any of the volunteer attorneys anticipate that volunteer attorneys will participate in litigation proceedings, although some volunteer attorneys may be willing to work towards a negotiated solution on your behalf. By signing this agreement, you understand that you and the volunteer attorney should discuss whether litigation may be required, and if so, whether the volunteer attorney will handle the litigation. In the event that litigation, arbitration, or a similar proceeding becomes necessary, you agree that you will not oppose the volunteer attorney's decision or formal motion to withdraw from representation. Notwithstanding CAFTA's attempt to accurately summarize the legal services you are seeking, it is your responsibility to make sure that you and the volunteer attorney have a clear mutual understanding of the facts of your situation and the assistance you anticipate the volunteer attorney will provide. Generally, the only information that the volunteer attorney will have about your matter is that which is contained in the summary provided by CAFTA and that which the attorney receives from you.
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