



V3.2 (revised March 2, 2011)

DATE:

____/____/____

Consultation Fee

- \$50.00 Paid
- or-
- \$[_____] Paid

Attached Client Bill of Rights Read and Signed

Attached Client Bill of Rights Received by Client

Presently In Litigation?

- Yes / No

Court Date:

____/____/____

SERVICE REQUESTED:

- Divorce
- Family Court
- Enforcement
- Modification
- Criminal Defense
- Other: _____

How were you referred to us?

Consultation Form

(Please complete both sides and read and sign both attached Client Bill of Rights prior to consultation)

Personal Information		<input type="checkbox"/> Have you resided in Erie County for the past two years?	
Name		Date of Birth	
Social Security Number		State of Birth	
Address			
Home Phone		Cell Phone	E-Mail
Employment Information			
Employer			
Work Address			
Work Phone		Position/Title	
Days/Hours	Salary	<input type="checkbox"/> Net	<input type="checkbox"/> Gross
Marital Information			
Date of Marriage		Place of Marriage	
<input type="checkbox"/> Religious Ceremony	<input type="checkbox"/> Civil Ceremony	Maiden Name of Wife	
<input type="checkbox"/> Previous Marriage	If so, to whom		
Terminated by <input type="checkbox"/> Divorce <input type="checkbox"/> Death <input type="checkbox"/> Annulment			
Educational Information			
Institution		Highest Yr/Degree	
Opposing Party's Information		<input type="checkbox"/> Has the opposing party resided in Erie County for the past two years?	
Name		Date of Birth	
Social Security Number		State of Birth	
Address			
Home Phone		Cell Phone	E-Mail
Employment Information			
Employer			
Work Address			
Work Phone		Position/Title	
Days/Hours	Salary	<input type="checkbox"/> Net	<input type="checkbox"/> Gross
Marital Information			
Living Together? <input type="checkbox"/> Yes <input type="checkbox"/> No		If No, when did you begin living separately?	
<input type="checkbox"/> Previous Marriage	If so, to whom		
Terminated by <input type="checkbox"/> Divorce <input type="checkbox"/> Death <input type="checkbox"/> Annulment			
Educational Information			
Institution		Highest Yr/Degree	
Opposing Party's Attorney & Phone Number			

Description of Opposing Party (Process Service Purposes)

Height	Weight	Age	Hair	Race
<input type="checkbox"/> Moustache	<input type="checkbox"/> Beard	<input type="checkbox"/> Goatee	<input type="checkbox"/> Glasses	
Disability, if any				
Spouse's Vehicle (make/model)				
Vehicle Color			License Number	

Children (please provide full names)

Name	Age	D.O.B.	SSN
Name	Age	D.O.B.	SSN
Name	Age	D.O.B.	SSN
Name	Age	D.O.B.	SSN
Specify whether any child is employed or owns property:			

Marital Residence (if applicable) Own Rent

Address	
Date of Purchase	Purchase Price
Monthly Rent/Mortgage	Mortgage Remaining
Present Property Value	Property Equity
Taxes not included in payments	
Other Real Estate (please list)	

Vehicles Owned

Year/Model	Year/Model	Year/Model
Title Holder	Title Holder	Title Holder
Loan Balance	Loan Balance	Loan Balance

Miscellaneous

Please attach any legal papers regarding this matter now in effect and applicable, i.e. Separation Agreement, Complaint, Orders of Protection, Court Order(s), other:

Remarks

Retainer Quoted [\$_____]

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should readily be available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be respected. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

RECEIPT ACKNOWLEDGED

Attorney signature

Date ____/____/____

Client's signature

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Client's signature