

Offit | Kurman®
Attorneys At Law

Pro Bono Terms and Conditions of Representation

1. It is impossible for us to project the amount of time that will be devoted by the firm to your needs. However, if at any time you decide that you would like us to cease further activity on your behalf you should notify us in writing. Likewise, we may withdraw as counsel, terminate this Agreement, and be relieved of the responsibility of performing further work on your behalf, by notifying you in writing.

Reasons for such termination on our part may include, but are not limited to, failure on your part to pay fees or expenses under the terms of this Agreement in a timely manner, failure to cooperate with the firm in preparation and/or execution of your legal needs, reasons mandated by the rules of professional conduct governing lawyers, a significant disagreement arises as to legal strategy, or discovery or analysis of facts and/or law which lead the firm to conclude that your matter should not be pursued. In such an event, you agree to pay any remaining balance owed on your account.

2. During the course of this engagement the firm may advance payment for certain “incidental expenses” on your behalf. You will be responsible for reimbursing the firm for these expenses which include, but are not limited to, courier fees, outside copying charges, parking, and travel expenses. *Offit Kurman does not charge clients for internal costs such as regular postage, internal photocopying, facsimiles, long distance calls, or overnight delivery charges.*

3. From time to time, you may be required to engage “outside service providers” such as process servers, expert witnesses, deposition services, or transcription services. You will be responsible for the direct and timely payment of those vendors’ services and associated costs. If we believe that the services of such a vendor are needed, we will discuss them with you when and if the need arises.

4. You agree that your engagement of Offit Kurman, and all agreements, matters, claims, disputes and actions related to, or arising out of that engagement shall be governed by the laws of the State of New Jersey. You agree that by engaging Offit Kurman, you submit to the jurisdiction of the courts of the State of New Jersey, and that the sole venue for all matters, claims, disputes and actions related to, or arising out of your engagement of Offit Kurman are the courts located in Woodbridge Township, Middlesex County, New Jersey.

5. You agree that by engaging Offit Kurman, you hereby WAIVE ALL RIGHTS TO SEEK A JURY TRIAL for any and all matters, claims, disputes and actions against or involving Offit Kurman that are related to, or are arising out of your engagement of Offit Kurman. Waiver of the right to a jury trial may be a valuable and important right. You should consider securing the advice of independent counsel of your own choosing to advise you on this waiver.

6. After our representation of you has ended, we may request that you or an authorized representative pick up your files or documents that have been produced during the course of the representation. Absent extenuating circumstances or cases in which our firm specifically agrees to hold certain documents for you, you agree to retrieve the documents within 90 days of our request. If we do not hear from you within that 90-day time period, or if you do not want us to return these to you, please be advised that we may destroy all paper copies other than those original copies that we determine must be maintained for statutory or other reasons.

7. These Terms and Conditions will be updated on an annual basis and made available at the web address shown below.