

## **INSTRUCTIONS FOR FLORIDA FAMILY LAW RULES OF PROCEDURE FORM 12.900(g), AGREEMENT LIMITING REPRESENTATION (09/12)**

### **When should this form be used?**

This form should be used as a “rider” or supplemental agreement, in addition to an Attorney-Client fee agreement, between the attorney and client when the attorney is making a limited appearance under Rules Regulating Florida Bar 4-1.2(c), 4-4.2(b), and 4-4.3(b) and Florida Family Law Rule of Procedure 12.040. A limited appearance means the attorney is not handling the whole case for the client, but is only being retained to do a specific part of the case.

### **Where can I look for more information?**

See Rules Reg. Fla. Bar 4-1.2(c), 4-4.2(b), and 4-4.3(b) and Florida Family Law Rule of Procedure 12.040.

## AGREEMENT LIMITING REPRESENTATION

**(This agreement is supplemental to the Attorney-Client fee agreement and is limited to addressing the consequences of Limited Legal Representation by an attorney in Florida)**

TO THE CLIENT: THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY AND MAKE CERTAIN THAT YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS. YOU MAY TAKE THIS CONTRACT HOME WITH YOU, REVIEW IT WITH ANOTHER ATTORNEY IF YOU WISH, AND ASK ANY QUESTIONS YOU MAY HAVE BEFORE SIGNING.

EMPLOYMENT OF AN ATTORNEY FOR LIMITED REPRESENTATION REQUIRES THAT THE ATTORNEY AND CLIENT CAREFULLY AND THOROUGHLY REVIEW THE DUTIES AND RESPONSIBILITIES EACH WILL ASSUME. ANY LIMITED REPRESENTATION AGREEMENT SHOULD DESCRIBE, IN DETAIL, THE ATTORNEY'S DUTIES IN THE CLIENT'S INDIVIDUAL CASE.

1. **SERVICES/LIMITED SCOPE OF REPRESENTATION:** Client, *{name}* \_\_\_\_\_, employs Attorney, *{name}* \_\_\_\_\_ to provide representation only in the limited matter(s) described as follows:

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2. **COMPLIANCE WITH CHAPTER 4 OF THE RULES REGULATING THE FLORIDA BAR:** Although legal assistance is limited, an attorney-client relationship exists, and the client is entitled to the standards of professional responsibility established by Chapter 4 of the Rules Regulating the Florida Bar, including confidentiality, competence, and diligence.
3. **COMPLIANCE WITH FLORIDA FAMILY LAW RULE OF PROCEDURE 12.040:** An Attorney hired to provide limited representation in court must comply with Florida Family Law Rule of Procedure 12.040, as follows:
- a. The attorney will file with the court a Notice of Limited Appearance, Florida Family Law Rules of Procedure Form 12.900(b), signed by the client, specifically limiting the attorney's appearance to the particular proceeding or matter in which the attorney appears.
  - b. If the attorney seeks to withdraw from representation before the conclusion of a limited appearance, the attorney must:
    - (1) File a motion with the court setting forth the reasons and serve that motion on the client and interested persons, and
    - (2) Obtain approval of the court.
  - c. At the conclusion of the proceeding or matter, the attorney's role terminates without the necessity of leave of court, on the attorney filing Termination of Limited Appearance, Florida Family Law Rules of Procedure Form 12.900(d). The notice shall include the names and last known addresses of the person(s) represented by the withdrawing attorney.
  - d. THE CLIENT IS ADVISED THAT ANY OBJECTION TO THE ATTORNEY'S "TERMINATION OF LIMITED APPEARANCE" MUST BE MADE IN WRITING BY THE CLIENT BY PROVIDING THE JUDGE, THE ATTORNEY, AND EACH OTHER INTERESTED PERSON (OR THEIR ATTORNEY) A COPY AND FILING THE ORIGINAL WITH THE CLERK OF COURT.

4. **ADDITIONAL SERVICES/REPRESENTATION:** The attorney and client may later determine that the attorney should provide additional limited services or assume full representation. The attorney may decline to provide additional services.
- a. If the attorney agrees to provide additional services, those additional services should be specifically listed in an amendment to this agreement, signed and dated by both the attorney and the client.
  - b. If the attorney and client agree that the attorney shall serve as the client's attorney of record on all matters related to handling the client's case, the client and the attorney should indicate that agreement in an amendment to this agreement, signed and dated by both the attorney and the client.
  - c. In either case, additional compliance with the notice requirement of Rule 12.040 will be required by the attorney.
  - d. THE ATTORNEY AND THE CLIENT SHOULD NOT RELY ON VERBAL DISCUSSIONS OR VERBAL AGREEMENTS WHEN CHANGING THE TERMS OF THE ATTORNEY'S RESPONSIBILITY FOR REPRESENTATION.
5. **ATTORNEYS' FEES AND COURT COSTS:** The attorney and the client have made a separate agreement in writing as to payment of attorneys' fees and all costs associated with the case and the attorney's representation.

BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE FOREGOING TERMS, AND YOU INTEND TO BE LEGALLY BOUND BY THEM.

\_\_\_\_\_  
 Attorney

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 E-mail Address(es): \_\_\_\_\_  
 Florida Bar Number: \_\_\_\_\_

\_\_\_\_\_  
 Client

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 E-mail Address(es): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I HAVE BEEN PROVIDED A FULLY EXECUTED COPY OF THIS AGREEMENT LIMITING REPRESENTATION

\_\_\_\_\_  
 Client