

Federal Limited Appearance Program ("FLAP")
Sponsored by the Colorado Bar Association

LIMITED SCOPE LEGAL SERVICE AGREEMENT

This Agreement confirms the scope and terms of assistance provided by the Federal Limited Appearance Program ("FLAP"), sponsored by the Colorado Bar Association ("CBA"). The phrase "FLAP attorneys" or any variation of that term includes FLAP attorneys, and volunteer attorneys.

- I. I, _____ (Litigant Name), give my permission to FLAP, including FLAP attorneys and staff, and CBA staff, to assist me in connection with my federal court litigation under the terms of this Agreement. I understand that any information that I provide to FLAP or the CBA will be maintained in a non-public case management database and consent and waive confidentiality for FLAP, CBA and Denver Bar Association personnel to access my information. I further understand that, in general, everything I tell the FLAP attorneys and staff, is and will be, confidential.

- II. I understand that the scope of FLAP's assistance is limited by the following terms:
 - a. **LIMITED PURPOSE:** I understand and agree that FLAP's assistance is limited solely to the hearing scheduled for _____ [Date] before _____ [name of judicial officer] (the "Scheduled Hearing") and that FLAP will not represent me in any future matter in any way without an express and separate agreement.

 - b. **LIMITED ASSISTANCE:** I understand and agree that FLAP will provide limited scope legal information, advice and counsel to me regarding navigating Scheduled Hearing. I remain a self-represented litigant and responsible for all aspects of my case. The FLAP attorney is not my attorney.

 - c. **RELEVANT FACTS:** I understand that as FLAP assists with my Scheduled Hearing, the FLAP attorney can only counsel me based on the information that I provide to the attorney. The FLAP attorney will not do an independent investigation into the facts of my case. I am solely responsible for providing the FLAP attorney all of the relevant facts.

 - d. **SUBSEQUENT APPOINTMENTS:** I understand that I may request but am not guaranteed assistance at subsequent hearings in my case. I understand that I am responsible for and must meet all deadlines in my case.

III. I understand that as a self-represented litigant I remain responsible for all aspects of my case, including but not limited to the Tasks below:

Task	FLAP Attorney To-Do	Client To-Do
Counsel on procedure, orders and rules at the Scheduled Hearing	X	
Court appearance at Scheduled Hearing	X	
Filing and having documents served		x
Drafting pleadings and motions		x
Drafting correspondence		x
Responding to discovery requests		x
Taking and defending depositions		x
Settlement negotiations		x
Preparing or coordinating subpoenas		x
Coordinating and preparing witnesses		x
Attend mediation		X
Formulating strategy and tactics		X
Attending court appearances other than the Scheduled Hearing		
Reading and following the Court rules and judge's practice standards		x

IV. I understand that the FLAP attorneys can stop assisting me at any time for any reason.

V. I understand that my participation in the FLAP program is entirely voluntary. I further understand that I am free to stop using the attorneys and services provided by FLAP at any time. However, if I discharge the attorney, FLAP and CBA will not provide another attorney or continue working on my matter.

VI. I understand that the CBA provides the FLAP program free of charge and that I do not have to pay the CBA or FLAP attorneys for their legal services.

VII. This Agreement may be signed in counterparts, which together will be one agreement. A facsimile signature will have the same effect as an original signature for all purposes.

I understand and agree to the terms set forth above.

Litigant Signature _____ Date _____

Litigant Printed Name _____

FLAP Authorized Representative Signature _____

FLAP Authorized Representative Printed Name _____