

volunteer handbook

VOLUNTEER
LAWYERS AND
ACCOUNTANTS
FOR THE
ARTS
ST. LOUIS

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Special Thanks:

Michael G. Bergmann
Christina Cheshier
David Freidman
Jim Grace
David Jennings
Kathryn Lamont
Danica L. Mathes
Pete Naylor
Jim Reeves
Fred Rusche

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St. Louis Volunteer Lawyers and Accountants for the Arts
6128 Delmar, St. Louis, MO 63112
314/863-6930
vlaa@stlrac.org
www.vlaa.org

Preface

Because the arts enrich their lives, more than 300 accountants and attorneys are supporting the efforts of Missouri and Illinois artists and arts organizations by providing professional services through St. Louis Volunteer Lawyers and Accountants for the Arts (VLAA).

While we are well known for our referral program, education in arts law and business practices also is an important part of our mission. We conduct seminars, provide guest speakers, maintain a library and Web site, contribute articles to a wide variety of periodicals, and publish “how-to” guides — all in an effort to help artists and arts organizations protect their rights and develop sound business practices.

This volunteer handbook, which is made possible by donations from Bremen Bank and Trust Company, The St. Louis Trust Company, and U.S. Trust Bank of America Private Wealth Management, outlines our eligibility guidelines, describes our referral process for both *pro bono* and fee-generating clients, and discusses our most common areas of practice. It also lists other ways you can provide assistance to our organization. We hope this handbook will serve as an easy reference guide in our continuing effort to better serve both our volunteers and our clients.

We appreciate your commitment to the arts and to our program. On behalf of our clients and our board of directors, thanks again for your gift of time and expertise. We look forward to working with you.

Welcome

It is our pleasure to welcome you as a new volunteer. Volunteers are essential to our work and we will do everything we can to make sure that your experience is rewarding. If you have any questions or problems, please contact us.

As you know, lawyers and accountants wishing to become VLAA volunteers complete a registration form (available on our Web site, www.vlaa.org) that includes contact information and areas of expertise. Your information will be entered into our database so we can track referrals and let you know about our activities. Please help us keep our volunteer roster current by contacting the VLAA office if you move or change firms.

Also, to increase VLAA's visibility, please consider including your involvement with our organization in your resume and on-line profile.

Our volunteers must be licensed to practice in Missouri or Illinois. If you assume inactive status in a jurisdiction in which you are licensed to practice, please notify us.

When they register with VLAA, volunteers confirm that they possess primary malpractice insurance. VLAA does not provide coverage. Be sure to check with your firm to confirm coverage for your work as a volunteer.

Responsibilities

- *Our volunteers are consistently compassionate and professional in delivering professional services.*
- *Our volunteers are committed to providing the highest quality of services to VLAA clients.*
- *Our volunteers treat pro bono clients with respect and take the concerns of clients as seriously as they would the concerns of a paying client.*
- *Our volunteers return phone calls, e-mails, and correspondence in a timely fashion.*
- *Our volunteers will not accept a VLAA assignment if the referral could result in a conflict of interest.*
- *Our volunteers inform VLAA when the assignment is complete by returning the case summary report.*

Rights

- *Our volunteers have the right to be treated with respect and courtesy by clients and VLAA staff.*
- *Our volunteers have the right to decline any VLAA assignment.*
- *Our volunteers have the right to withdraw from any matter, provided that both the client and VLAA are notified of the decision to withdraw.*
- *Our volunteers have the right to ask VLAA for assistance, such as a consultation with another volunteer with more expertise.*
- *Our volunteers have the right to refuse to provide pro bono assistance to any VLAA client who requests services beyond the scope of the initial referral, provided that both the client and VLAA are notified.*

Client Eligibility

VLAA refers arts-related legal and accounting matters to attorneys and accountants who volunteer their time to help individuals and arts organizations with limited financial resources.

Arts-Related Problems

The first requirement is that the legal or accounting assistance desired is directly arts-related. Our definition of “art” is broad and encompasses the visual, literary, media, design, and performing arts, as well non-traditional arts forms. Problems that are not considered arts-related include traffic violations, criminal, and domestic matters.

Financial Criteria

To qualify for free professional services, the client must demonstrate genuine financial need. These guidelines are designed to determine eligibility, while providing flexibility for extenuating circumstances. Clients who do not meet *pro bono* eligibility requirements may request a list of volunteers who have signed up for our fee-generating list (please see page 5).

- *Individuals*: with incomes less than \$27,075 per year (+\$9,350 for each additional member of household). This represents 250% of the 2009 federal poverty guidelines and is the highest allowable for attorney *pro bono* services. To verify family income, a copy of the applicant’s most recent tax return is requested. When an applicant’s income exceeds the income standards by a small amount or when several months without employment create financial hardship, the executive director may make a discretionary judgment about the applicant’s eligibility. VLAA recognizes that situations arise where many individual artists can be adversely affected by a single act or event and, if considered appropriate, will attempt to make an assignment to a volunteer. An example of such a circumstance might involve a group of artists renting studios in the same building in which the landlord is failing to honor the lease agreement.

- *Nonprofit organizations*: annual operating budget below \$200,000. At the discretion of the board of directors, assistance may be offered to larger organizations that are involved in a project of unique benefit to the community. Organizations applying for assistance submit a current budget indicating income and expenses and prior year’s financial statement.

- *Small businesses*: for partnerships, gross receipts less expenses of operation using individual guidelines; for limited liability companies and corporations, net income plus salaries of principals not exceeding \$50,000.

Referral Process

An artist or arts organization contacts VLAA for a short application or downloads it from VLAA's Web site (www.vlaa.org). Applicants are asked to describe their problem and to submit copies of all relevant documents. Individuals pay a \$15 processing fee. The fee for organizations is \$25.

If the applicant meets the eligibility requirements, professional services will be offered on a *pro bono* basis, but the client will be responsible for out-of-pocket costs, such as software purchases (like QuickBooks), long-distance phone calls, court costs that cannot be waived, and filing fees. The VLAA staff identifies a volunteer with the requisite skills, describes the problem, and asks the volunteer to accept the case. Generally, volunteers agree to accept one matter per year.

Volunteer attorneys are encouraged to follow their firms' conflict review procedures when determining whether to accept a VLAA referral. VLAA staff will supply the information needed to conduct the conflicts check, but does not take responsibility for identifying all potential adverse parties.

Both the client and the volunteer are sent written confirmation of the referral. If you assign the case to an associate, please let us know so that we can follow up with that person on the progress of the case.

It is the client's responsibility to contact the volunteer. Please contact VLAA if your client does not contact you within two weeks of the referral.

During the initial conversation with the client, the volunteer should discuss the scope of the representation, anticipated time frame, and any costs associated with completing the project. Then the volunteer should follow up with an engagement letter that clearly reflects the discussion. A sample letter is provided at the end of this handbook. The letter also is available on request as a Word document.

Generally, attorneys are not assigned cases involving potential monetary damages. Should you discover that you are handling what would normally be a contingency case, please contact the VLAA office.

Volunteers are expected to provide diligent and competent service and to abide by all rules of professional conduct and ethical standards as outlined in the Rules Governing the Missouri/Illinois Bar and the Judiciary or the AICPA Code of Professional Conduct. *Pro bono* clients require the same degree of care as ordinary clients. Volunteers are should represent their clients fully and to keep in regular contact. In addition, volunteers who accept cases are agreeing to continue representing the client until the case is resolved or the assignment is completed. If an unforeseen situation arises due to an emergency or illness and withdrawal would not violate your ethical obligations to the client, please contact VLAA immediately.

Volunteer Handbook

Occasionally, the volunteer discovers that the issues involved are far more complicated than anticipated. You have two options: Ask VLAA to recruit an experienced advisor to help handle the matter or withdraw from the case following the procedures outlined above.

Despite their need for professional assistance, our clients sometimes are unresponsive or uncooperative. If this happens, notify the client, in writing, that failure to contact and/or cooperate by a certain date may terminate the attorney-client or accountant-client relationship. If the date arrives and the client has not responded, notify the client again in writing, that he/she is no longer represented and VLAA is being advised to close the file on the matter. Then notify VLAA that the file should be closed.

Upon completion of the assignment, please return the case summary form to VLAA. These forms help us prepare reports that we submit to granting agencies and give us an opportunity to thank you for your work. You have the option of working with the artist or organization in the future or referring the client back to VLAA for reassignment to another volunteer.

Fee-Generating Clients

Many artists and some arts organizations can afford to pay for professional services. To help match them with the lawyers and accountants on our roster, VLAA operates a referral service for fee-generating clients. Volunteers who would like their names made available to these fee-paying clients pay an annual registration fee of \$25 and must complete a special section on the VLAA registration form.

If VLAA determines that a client can afford assistance, the client pays a small fee and receives the names of the lawyers or accountants who have indicated that they have expertise in the particular area. The list includes name, firm, address, and work phone number. An asterisk (*) is used to indicate that the accountant or lawyer is willing to consider reducing his or her fee.

Unlike *pro bono* referrals, which are made by the VLAA office, fee-generating clients will contact you directly.

Areas of Practice

Legal

Bankruptcy. Given the availability of alternative resources for bankruptcy problems, such as CDC Consumer Debt Counseling, VLAA staff routinely refers these matters to other nonprofit service organizations. If the case involves specific arts-related questions, however, the case will be referred to a VLAA volunteer. Generally, the referral will be made only for an initial consultation, during which the attorney's assistance will be limited to assessing the situation and advising the client regarding likely procedures as well as possible solutions.

Collections. A common problem artists experience is a failure to get paid for their work. Attorneys draft demand letters and discuss the options described below under Litigation/ADR. Because clients may represent themselves in small claims court, VLAA encourages its volunteers to appear only in those circumstances where it is necessary, such as when the opposing party will be represented by counsel. VLAA's *Guide to Small Claims Court* is available on the Web.

Contracts. Reviewing, drafting, and negotiating agreements. VLAA encourages volunteers to include a mediation clause (see below) in our clients' agreements. Publishing, recording, management, and gallery sales contracts often involve payment of substantial sums (such as advances), and of on-going payments that may be of uncertain amount and duration. To the extent that the contract would not provide the client with income exceeding the eligibility guidelines, representation through a volunteer lawyer is provided. Should you believe that the client's income from the agreement would exceed our *pro bono* guidelines, please contact VLAA so we can review the matter.

Sample Mediation Clause: *All disputes arising out of this Agreement shall be submitted to mediation in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.*

Corporate. Advising about business structure options, organizing new businesses, and dissolving established ones.

Entertainment. Assisting artists with copyright, trademark, rights clearance, negotiating and drafting music and film contracts, multimedia law, book publishing matters, artist development, privacy, publicity and defamation issues, and business counseling/artist development issues. Volunteers do not shop record deals.

Estate Planning. The aging of the baby boom generation as well as the threat of terminal illness due to HIV or AIDS-related diagnoses in the arts community have created a growing demand for VLAA to locate attorneys to provide assistance in the area of estate planning, including drafting wills.

First Amendment. Advising with respect to freedom of artistic expression, censorship, obscenity, libel, defamation, and the rights of privacy and publicity.

Volunteer Handbook

Immigration. Primarily assisting nonprofits that are applying for guest artist visas.

Insurance. Preparing and filing claims. Representing clients in insurance disputes.

Intellectual Property. Preparing and filing copyright and trademark applications for clients; advising them generally on protecting their inventions (patents), on protecting distinctive names, symbols, and works which become associated with their products and services (trademarks and service marks), on protecting their original creative works (copyrights); and preparing and negotiating licensing agreements.

Labor & Employment. Preparing or reviewing employment contracts, commission agreements, employee handbooks, and personnel policies; how to distinguish between employees and independent contractors; wrongful discharge; employment discrimination; Americans with Disabilities Act.

Litigation/ADR. VLAA does not ask its volunteers to pursue costly and time-consuming litigation. Volunteers do try to negotiate solutions to problems on their clients' behalf, advise clients how to take their case to small claims court (see Collections above), explain how the dispute could be resolved through mediation or arbitration, and/or evaluate damage claims and assess the likelihood of success or failure of cases should a lawsuit be filed. When they complete their application for *pro bono* assistance, clients agree that in the event that litigation, arbitration or similar proceedings become necessary, they will not oppose their volunteers' decision (or formal motion before a tribunal) to withdraw from representation. Should the volunteer agree to represent a client in court or in appeal proceedings, VLAA will no longer participate in the disposition of the case.

Nonprofit. Preparing the documents needed to create nonprofit corporations and to apply for tax-exempt status; advise on day-to-day business operations; assistance in resolving organizational problems. Before they are assigned to a volunteer, clients usually meet with VLAA's executive director who describes the filing procedures and answers organizational questions about topics such as working with a board of directors, fund-raising, and budgeting. They then complete the worksheets that accompany VLAA's *Nonprofit Incorporation Workbook*. A copy of the workbook, sample Articles of Incorporation, model By-laws, and a sample conflict of interest policy are made available to volunteers on request. Volunteers also can mentor law students who have been trained in the nonprofit start-up process.

Real Estate. Reviewing or preparing leases; advising and assisting clients in buying or selling commercial and residential property (lofts, offices, studios, performance spaces), code and ADA compliance.

Tax. Advising clients concerning the legal implications of tax codes; representing clients in tax-related proceedings.

Workers' Compensation. Providing guidance regarding the workers' compensation law, purchasing insurance, filing or responding to claims.

Accounting

Auditing for Nonprofits. Preparing compilations or reviews. Accountants are not asked to perform audits on a *pro bono* basis.

Bookkeeping. Setting up computer bookkeeping systems (generally in QuickBooks); payroll; petty cash; and internal controls.

Financial/Estate Planning. Analysis of assets and debts in order to project financial results and to plan for the future.

General Accounting. Budgeting; analysis of data that can assist in making financial decisions; preparing financial statements; and preparing financial information to be included in business plans.

IRS Representation. Coaching clients so that they can represent themselves before agents or accompanying clients to audits.

Tax-Exempt Status. Filing Form 1023 and following up with the IRS. In most cases, the client has first been assigned to an attorney.

Tax Preparation. Volunteer accountants are not asked to prepare individual tax returns on a *pro bono* basis between January and April. They do prepare Form 990 and Form 990-EZ for nonprofit organizations.

Resources & Opportunities

If you would like to consult with another, more experienced VLAA volunteer, simply contact the VLAA office. Also, we can put you in contact with our sister volunteer lawyers for the arts organizations, which are located in about 25 cities across the country.

In addition, VLAA has a collection of sample contracts that are available to assist volunteers and their clients. A complete catalogue of library holdings is searchable on our Web site (www.vlaa.org).

You can help VLAA by:

- Recruiting new volunteers to assist VLAA in providing service to the arts community
- Mentoring a law student who is helping form a new nonprofit, tax-exempt organization
- Accepting VLAA-arranged speaking engagements or conducting VLAA seminars
- Writing or editing our publications
- Participating in our Arts Resolution Services program as a mediator
- Helping arts entrepreneurs prepare business plans
- Making a tax-deductible donation to help support VLAA

BoardLinkStL

Have you thought about serving on a nonprofit organization's board but don't know how to explore your options? VLAA is pleased to be a partner in a new collaborative effort called BoardLinkStL. This fledgling service introduces committed individuals to organizations that are seeking new board members. For more information about upcoming readiness training sessions and BoardLinkStL's innovative "match.com" technological component, please visit www.boardlinkstl.org.

Arts Resolution Services

Our mediation program is a natural extension of our mission to provide preventative education and appropriate means of self-help for the arts community. Arts Resolution Services includes negotiation skills training programs and mediation, provided by our panel of volunteer mediators.

Mediation is particularly well suited for the arts because it addresses relationship issues (like trust, respect, fairness, friendship) and procedural issues (like how decisions are made) as well as substantive issues (like money). Because interpersonal and institutional issues tend to overshadow our clients' financial concerns, we encourage our volunteers to include mediation clauses in our clients' contracts (please see page 6) and to discuss the advantages of using mediation when trying to resolve a dispute:

- Mediation is quick, confidential, and inexpensive. It may bring more satisfying results than small claims court.
- Mediation is informal and voluntary. Because either party can terminate the process at any time, neither party is able to intimidate, exploit, or manipulate the other.
- Mediation allows the parties to control the outcome by helping them recognize each other's legitimate needs and design creative options that meet those needs. The parties are much more likely to comply with the terms of an agreement they have worked out themselves.
- Mediation provides a structured negotiating environment in which the parties can express their emotions — an important first step toward resolution of most disputes. Mediation is not therapy, but it is therapeutic.
- Mediation leaves parties with their self-respect intact, reducing the risk that one might feel the need to “get even.”
- Mediation allows the parties to continue to work together or to terminate the working relationship with mutual respect. The arts community is closely-knit. Simply ignoring the other party as a means to resolve conflict does not come as easily as it does in some other arenas.
- Mediation has an enviable success rate. According to the American Arbitration Association, more than 85 percent of mediations result in settlement.

If your client wants to mediate a dispute, please call us, 314/863-6930. We will contact the other party and try to arrange a mediation session.

About VLAA

St. Louis Volunteer Lawyers for the Arts was founded in 1981 by the Arts and Humanities Commission (now Regional Arts Commission) and the St. Louis University School of Law. Accountants were added in 1984. VLAA is housed in the Regional Arts Commission's building on Delmar, which opened in 2003. Our primary service area is greater St. Louis, which includes St. Louis City, St. Charles, St. Louis, and Jefferson counties in Missouri, and Madison and St. Clair counties in Illinois.

Referral Service. Through VLAA, more than 300 accountants and lawyers offer counsel to artists and administrators who are asking for help in record numbers. Each year our volunteers donate approximately \$100,000 in *pro bono* services to the arts community. They help painters, poets, musicians, playwrights, photographers, illustrators, authors, dancers, crafts groups, theatre companies, orchestras, art galleries, and others.

Educational Programs. Because familiarity with arts law and business practices can help avoid legal and accounting problems, VLAA has an extensive education program. Seminars typically focus on nuts-and-bolts information such as protecting copyrights, negotiating contracts, or preparing budgets. We also provides speakers to educational and professional organizations and contributes articles to a wide variety of periodicals. In addition, we publish free, easy-to-understand guides on issues affecting artists and arts organizations, as well as *Arts Law Memo*, a free monthly newsletter that is sent to 850 nonprofit arts organizations in Missouri and Southwestern Illinois, and maintains a resource library and Web site.

Arts Resolution Services. In 1997, we initiated an arts mediation service designed to help artists and arts organizations resolve their disputes outside the court system in an informal and conciliatory atmosphere. This service is part of a national collaboration involving volunteer lawyers for the arts organizations in California, Colorado, Illinois, New York, Texas, and Washington, D.C. For more information, see page 10.

Arts Space Clearinghouse. To encourage, support, and facilitate development of affordable spaces in which artists can live and work, we operate an arts space clearinghouse that provides information about artists' studio and live/work space.

Leadership. Composed of lawyers, accountants, artists, and other representatives of the community, the VLAA board meets monthly to review policy, develop public relations and fund-raising strategies, and plan educational programs. Part-time executive director, Sue Greenberg, joined the organization in 1986. Formerly on staff at Theatre Project Company, she remains active in the arts as a playwright, company manager at The Muny, and freelance writer.

Fiscal Health. Our operating budget is very modest. To meet expenses, we depend on government, foundation, corporate, legal and accounting firm, and individual support.

National Network. There are more than 25 volunteer lawyers for the arts programs throughout the United States. A network of organizations with similar missions, they vary in name, services offered, income-eligibility requirements, and administrative fees charged for services. VLAA, Texas Accountants and Lawyers for the Arts and the fledgling Kansas City Lawyers and Accountants for the Arts are the only organizations in the network that provide referrals to accountants. We have the most active publishing program of any volunteer lawyers for the arts program in the nation.

Missouri Arts Award. VLAA is the proud recipient of a 2005 Missouri Arts Award.

Freedom of Expression Policy

St. Louis Volunteer Lawyers and Accountants for the Arts (VLAA) provides free, arts-related legal and accounting assistance to artists and arts organization who are unable to afford professional assistance. VLAA also provides information about arts law and business through its educational programming and collaborates with other agencies in promoting the arts.

To determine eligibility for pro bono assistance, we use established income/budget guidelines and a broad definition of art. Referrals for one-on-one consultation with a lawyer or accountant are subject to acceptance of the case by a volunteer.

VLAA believes that the arts enrich our lives and that aesthetic and cultural diversity is dependent, in part, on artists who adopt a provocative approach to their disciplines and who work with experimental forms. We acknowledge that standards and tastes vary, but firmly believe that our community is always better off supporting freedom of expression.

While it is not the role of VLAA to take sides in any dispute concerning the content of artistic works, we will argue against censorship and for an add-to-the-debate approach designed to promote the marketplace of ideas.

Consistent with these principles, VLAA's referral service will be made available to qualified artists and arts organizations without application of standards based on the content of the work(s) in question. In addition, we will promote freedom of expression in our educational activities.

Whistle-Blower Policy

The whistle-blower-protection provision of the Sarbanes-Oxley Act of 2002 requires all nonprofit organizations to provide a safe and confidential method for employees, board members, consultants, and volunteers to express concerns about questionable practices or to report criminal, fraudulent, or unethical acts without fear of retaliation. A copy of our whistle-blower policy is available on request.

Sample Engagement Letter

Although recommended, VLAA does not require volunteers to send an engagement letter. This sample is posted on our website (www.vlaa.org) as a MS Word document.

Date

Client's Name
Organization/Company (if applicable)
Address
City, State Zip Code

Dear _____:

Following up on our conversation, this letter confirms the terms of my engagement and clarifies the nature and extent of the professional services I will provide. If you find the arrangement acceptable, please sign and return one copy of this letter to me at your earliest convenience.

1. *Identification of the Parties.* This agreement is made between _____ ("Client") and _____ ("Volunteer/Firm").

2. *General Nature of Assistance.* This project was referred to Volunteer through St. Louis Volunteer Lawyers and Accountants for the Arts ("VLAA"). The scope of the project is outlined as follows: _____. The projected timetable for completing the project is: _____. Client and Volunteer may agree at a later time to extend representation to another matter. Any such extension will be the subject of a separate written agreement between the parties.

3. *Fees.* Volunteer agrees to undertake this representation on a pro bono basis, which means that the Volunteer will not charge professional fees in connection with this matter. However, Client agrees to assume responsibility for all agreed upon out-of-pocket expenses incurred during the project. The following fees/expenses are anticipated: _____.

4. *Client Responsibilities.* The Client agrees to cooperate fully with the Volunteer by:

- providing complete information or documents that volunteer deems useful or necessary for the representation during the project;
- assisting volunteer in obtaining information and documents from any other sources which volunteer deems useful or necessary for the representation during the project;
- promptly notifying the Volunteer of any changes in address, e-mail address, telephone number, or changes in the client's situation which may impact the project;
- maintaining regular contact with Volunteer as is necessary to complete the project; and
- keeping and being on time for all appointments.

5. *Volunteer Responsibilities.* Volunteer will rely on the information and documents provide by Client. Volunteer agrees to:

- keep the Client informed about the status of the project;
- keep all sensitive information provided by the client confidential unless authorized by the Client to disclose it; [or insert firm's privacy policy]
- consult with the Client before making any significant decisions about the project;
- return all original documents that were furnished by Client; and
- maintain Client's file for _____ years.

Volunteer Handbook

Volunteer cannot guarantee the success of any given matter, but will strive to represent Client's interests professionally and efficiently.

6. *Uses of Document by Others.* Client authorizes the use by Volunteer and by VLAA of the documents drafted during the course of the project for use in assisting other VLAA clients. However, Client may direct Volunteer to delete information in documents that client deems confidential.

7. *Discharge of Volunteer.* Volunteer understands that Client may end this agreement at any time for any reason by notifying the Volunteer in writing. However, if Client is dissatisfied about the way in which professional services are being provided by Volunteer, the Client must first take his or her complaint or concern to VLAA. Client understands and hereby acknowledges that, in the event that Client discharges Volunteer, VLAA cannot and does not promise that Client will be referred to another Volunteer.

8. *Withdrawal of Representation by Volunteer.* Client understands that Volunteer reserves the right to withdraw from representing Client, after taking reasonable steps, including first giving client notice of intention to withdraw. Volunteer may withdraw if in his or her judgment:

- Client does not cooperate with Volunteer or, by Client's conduct, makes it unreasonably difficult for Volunteer to carry out the representation effectively or efficiently; or
- Client insists that Volunteer engage in conduct that is contrary to the judgment and advice of Volunteer or is contrary to law; or
- Continued representation of Client would result in a violation of the rules of ethics and professional responsibility; or
- Client is no longer financially eligible for professional services free of charge because of a material change in Client's resources or alteration in Client's objectives. Financial eligibility will be determined solely by VLAA.

9. *Dispute Resolution.* Occasionally, volunteers and their clients have disputes arising from their relationship. If this happens, upon request of either Client or Volunteer, the dispute will be resolved by a neutral facilitator, acceptable to both parties, provided by VLAA.

10. *Disclaimer of Liability.* Volunteer will not be liable to Client for any loss or damage whatsoever, whether direct or indirect, which arises in contract, tort, by statute or otherwise in connection with professional services save only to the extent that fraud or bad faith are applicable.

11. *Complete Agreement.* Client has read this agreement in its entirety before signing it. Client understands the terms of this agreement and agrees that it will apply throughout the course the project. This writing represents the entire agreement between the parties.

I am pleased to have this opportunity to assist you and look forward to working with you.

Very truly yours,

Agreed to and accepted:

Client

Date