

LITIGANT IN-TAKE SHEET

TENANT

Litigant's Name: _____

Date: _____

Index No.: _____

Household Composition

Address: _____ Tel. _____

How many rooms are in the apartment? _____ How many apartments are in the building? _____

Length of time that litigant has lived at address: _____ Days _____ Months _____ Years

Does litigant have a lease? ___ Yes ___ No Does litigant have a renewal lease? ___ Yes ___ No

Is anyone else named in the lease? ___ Yes ___ No (If yes, please state name(s): _____)

Is the litigant the primary tenant? ___ Yes ___ No (If no, name the primary tenant: _____)

Does the primary tenant live in the apartment? ___ Yes ___ No

How many people live in the apartment, including litigant? _____

Are any household members under 18-years-old? ___ Yes ___ No (If yes, how many? _____)

Is any household member, including litigant, in the military? ___ Yes ___ No (If yes, how many? _____)

Is any household member, including litigant, disabled? ___ Yes ___ No (If yes, how many? _____)

Is any household member, including litigant, over 62-years-old? ___ Yes ___ No (If yes, how many? _____)

Monthly rent amount: _____ Amount of rental arrears, if any: _____

If rent is in arrears, state reason: ___ Excess Rent ___ Loss of Income ___ Family Death ___ Illness

___ Public Assistance Sanction ___ Loss of Contributor ___ Other, please specify: _____

Income Information

Litigant

___ Employed

___ Supplemental Security Income (SSI/SSD)

___ Social Security Benefits

___ Veteran Income

___ FEPS/Jiggetts

___ Section 8 (if yes, cannot represent)

___ DRIE/SCRIE

If employed, what is litigant's income? _____

If receiving SSI/SSD, what is the amount? _____

If receiving SS, what is the amount? _____

If receiving VI, what is the amount? _____

If receiving FEPS/Jiggetts, what is the amount? _____

If participating in Section 8, what is the amount? _____

If receiving a DRIE/SCRIE benefit, what is the rent amount and date the rent freeze became effective? _____

Public Assistance Status: (If litigant is not on Public Assistance, skip this section.)

___ Active ___ Closed ___ Sanctioned ___ Applicant ___ "One-shot deal" ___ Charities Funds

If active, state monthly public assistance amount: _____

If sanctioned, by how much was your public assistance reduced? _____

Sanction date(s): _____ Reason(s): _____

Other Household Members (If no one else resides in the apartment, skip this section)

Is any household member, other than litigant, employed? ___ Yes ___ No

Does any household member, other than litigant, contribute to the rent? ___ Yes ___ No

Does any household member, other than litigant, receive SSI/SSD, SS Benefits or Veterans Income? ___ Yes ___ No

Does any household member, other than litigant, receive public assistance? ___ Yes ___ No

If the answer is yes to any of the questions above, please provide details: _____

Housing Court History

Has litigant ever been a party to other nonpayment proceedings involving the subject apartment? ___ Yes ___ No
If yes, list each time and state outcome of each proceeding?

<u>Date</u>	<u>Outcome</u>
_____	_____
_____	_____
_____	_____

Notes

Litigant Affirmation

I have read and agree with the contents of this in-take sheet. I understand that I have to return to court on _____ at 9:00 a.m. to meet with the Volunteer Lawyer For The Day assigned to my case.

Litigant's Name & Signature

Date

Interviewer for the Volunteer Lawyer For The Day (VLFD) Program

I, _____, have conducted this interview as part of the VLFD in-take procedure.

Name & Signature

Date

MATERIALS TO BRING TO COURT

Return to Court at 9:00 a.m. on _____ to meet with your Volunteer Lawyer For The Day.
Go to Room _____.

- All papers that you received from your landlord, the court and elsewhere relating to your case.
- Your lease and renewal lease.
- Bring proof of your rent payments (rent receipts, canceled checks, copies of money orders, etc.).
- **Records** of all of the **problems** in your apartment and building with dates.
- **Pictures** of all of **problems** in your apartment or building. Write an explanation and the date the picture was taken on the back of the picture.
- Copies of **letters** or other documents sent to the landlord, superintendent or government agencies regarding problems with your apartment or building (and, proof, if any, that the letters were mailed and received, like a return receipt).
- **Lists** of the dates on which you talked with the landlord, superintendent or other building staff about problems in your apartment or building and what you said.
- **Receipts** for labor and materials for any repairs that you made.

**VOLUNTEER LAWYER FOR THE DAY
LIMITED SCOPE RETAINER AGREEMENT**

This is a Limited Scope Retainer Agreement between _____ and _____
(Name of Lawyer) (Name of Client)

Case Name: _____ Index No.: _____

1. Obligations of Lawyer:

(A) Lawyer agrees to represent Client in the **Resolution Part** ONLY for today, _____. Lawyer's services may include an assessment of the strengths and weaknesses of the case, legal advice and negotiation of a settlement. Lawyer's representation of Client ends after Lawyer's appearance in the **Resolution Part** on this day. Lawyer will not represent or assist Client in the future, even if the case is adjourned or settlement efforts continue past today.

(B) Lawyer does not agree to represent Client beyond this date. If the case is adjourned for another court appearance in the **Resolution Part**, Client may still participate in the **Volunteer Lawyer For The Day (VLFD)** Program. To obtain the representation of a VLFD-Lawyer for a future appearance in the **Resolution Part**, Client will have to enter a new retainer agreement.

2. Effective Date of Agreement: _____

3. Automatic Termination of Agreement: Lawyer's representation of Client ends automatically after today's appearance in the **Resolution Part** without any further act or communication by Lawyer or Client.

4. Lawyer's Fee: Lawyer's services under this agreement are free.

5. Obligations of Client:

- (A) Client agrees to read the Client Intake Sheet and to make sure it is correct.
- (B) Client agrees to cooperate with Lawyer in this case.
- (C) Client agrees to permit Lawyer to discuss this case with the VLFD Program Coordinator.
- (D) Client is responsible for handling this case after today by himself or herself.

6. Client's Informed Consent:

Client has carefully read the **Client Intake Sheet** and **this Agreement**. Client has discussed both with Lawyer. Client understands that this is an Agreement for limited-service representation that automatically stops at the end of Lawyer's appearance in the Resolution Part on today's date. Client further understands the possible risks and benefits of limited-service representation described in this agreement. Client understands those possible risks and benefits, and still wants to make this agreement with Lawyer.

Dated: _____

(Name of Client)

(Name of Lawyer)

(Signature of Client)

(Signature of Lawyer)

Civil Court of the City of New York

County of _____ Part _____

Index Number _____

**LAWYER-FOR-THE-DAY
NOTICE OF LIMITED
APPEARANCE**

_____ Petitioner(s)
against

_____ Respondent(s)

I am an attorney admitted to practice in the State of New York. You are hereby notified that in the above-entitled action I represent:

Petitioner _____ Respondent _____

On this _____ day of _____ in the Resolution Part.

My representation automatically terminates after today's appearance in the Resolution Part without any further act or communication by any party. My client has specifically agreed to this limited-service representation, and understands that my representation begins and ends today with my appearance in the Resolution Part and that s/he is participating in a special project.

BY _____
(Print Your Name)

ADDRESS _____

PHONE NO. _____

(Date)

(Signature)

VLFD PROGRAM LIMITED SCOPE RETAINER AGREEMENT

This is a Limited Scope Retainer Agreement between _____ (Name of Client) and _____ (Name of Law Student/Law School Graduate).
Case Name: _____ Index No.: _____

The Law School Student/Law School Graduate is not yet admitted to the New York Bar. The Law Student/Law Graduate is, however, authorized by a court order to advise and represent Client in certain types of cases under the supervision of the Supervising Attorney for the Volunteer Lawyer for the Day Program.

1. Obligations of Law Student/Law Graduate:

(A) Law Student/Law Graduate agrees to represent Client in the Resolution Part ONLY for today, _____. Law Student/Law Graduate's services may include an evaluation of the strengths and weaknesses of the case, legal advice and negotiation of a settlement. Law Student/Law Graduate's representation of Client ends after Law Student/Law Graduate's appearance in the Resolution Part on this day. Law Student/Law Graduate will not represent or assist Client in the future, even if the case is adjourned or settlement efforts continue past today.

(B) Law Student/Law Graduate does not agree to represent Client beyond this date. If the case is adjourned for another court appearance in the **Resolution Part**, Client may still participate in the **Volunteer Lawyer For The Day (VLFD)** Program. To obtain the representation of a VLFD- Law Student/Law Graduate or Lawyer for a future appearance in the **Resolution Part**, Client will have to enter a new retainer agreement.

(C) Client hereby agrees that he or she has been told that the representation is being provided in whole or in part, by a Law Student/Law Graduate. Client further agrees to such representation, and understands that his or her agreement may be withdrawn at any time for any reason. If that happens, representation will not be provided.

2. Effective Date of Agreement: _____

3. **Automatic Termination of Agreement:** Law Student/Law Graduate's representation of Client ends automatically after today's appearance in the **Resolution Part** without any further act or communication by Law Student/Law Graduate or Client.

4. **Fee:** Law Student/Law Graduate's and Supervising Attorney's services under this agreement are free.

5. Obligations of Client:

- (A) Client agrees to read the Client Intake Sheet and to make sure it is correct.
- (B) Client agrees to cooperate with Law Student/Law Graduate in this case.
- (C) Client agrees to permit Law Student/Law Graduate to discuss this case with the Supervising Attorney.
- (D) Client is responsible for handling this case after today by himself or herself unless a new retainer agreement is signed on the next court date.

6. Client's Informed Consent:

Client has carefully read the **Client Intake Sheet** and **this Agreement**. Client has discussed both with Law Student/Law Graduate. Client understands that this is an Agreement for limited-service representation that automatically stops at the end of Law Student/Law Graduate's appearance in the Resolution Part on today's date. Client further understands that the representation does not include trial, hearing or appellate work, even where a settlement cannot be reached between the parties. In the event of an adjournment or continuance, Law Student/Law Graduate may offer Client materials and/or referrals to agencies, organizations, or other courts where appropriate.

Date: _____

(Name of Client) (Name of Law Student/ Graduate) (Name of Supervising Attorney)

(Signature of Client) (Signature of Law Student/Graduate) (Signature of Superv Attorney)

Civil Court of the City of New York

County of _____ Part _____

Index Number _____

_____ Petitioner(s)
against

**LAWYER-FOR-THE-DAY
LIMITED NOTICE OF
APPEARANCE PURSUANT TO
STUDENT PRACTICE ORDER**

_____ Respondent(s)

I am a law student/law graduate acting pursuant to a Student Practice Order under the supervision of the Volunteer Lawyer for the Day Supervising Attorney to provide legal advice and limited scope representation in this matter to the client listed below.

Petitioner _____ Respondent _____

On this _____ day of _____ in the Resolution Part.

My representation automatically terminates after today's appearance in the Resolution Part without any further act or communication by any party. My client has specifically agreed to this limited-service representation, and understands that my representation begins and ends today with my appearance in the Resolution Part and that s/he is participating in a special program.

BY _____
(Print Your Name)

ADDRESS _____

TELEPHONE NO. _____

(Date)

(Signature)

**ABOGADO VOLUNTARIO DEL DIA
ACUERDO DE CONTRATO LIMITADO**

El siguiente es un acuerdo de contrato limitado entre _____ y _____

(Nombre del abogado) (Nombre del cliente)

Nombre del caso: _____ Expediente No.: _____

1. Obligaciones del abogado:

(A) El abogado acuerda representar al cliente en la sala de resoluciones EXCLUSIVAMENTE por el día de hoy, _____. Los servicios del abogado pueden incluir una evaluación de los pro y de los contra del caso, así como asistencia legal y la negociación de un acuerdo. La representación del cliente por parte del abogado termina luego de la comparecencia del abogado, este día, en la **sala de resoluciones**. El abogado no ha de representar ni ha de asistir al cliente en el futuro, aunque el caso sea pospuesto, o si los esfuerzos por llegar a un acuerdo continúan después del día de hoy.

(B) El abogado acuerda no representar al cliente después de la fecha de hoy. Si el caso es pospuesto para una comparecencia adicional en la **sala de resoluciones**, el cliente puede participar en el **Proyecto de Abogados Voluntarios por Un Día (VLFD)**, por sus siglas en inglés) Para obtener representación de uno de los abogados del proyecto, para que dicho abogado comparezca en la **sala de resoluciones**, el cliente tendrá que firmar un nuevo contrato.

2. Fecha efectiva del acuerdo: _____

3. Finalización automática del acuerdo: Los servicios del abogado terminan automáticamente hoy, luego de la comparecencia del abogado ante la **sala de resoluciones**, sin ningún tipo de actuación ni de comunicación adicionales por parte del abogado ni del cliente.

4. Honorarios legales: Los servicios del abogado, bajo este acuerdo, son gratuitos.

5. Obligaciones del cliente:

(A) El cliente acuerda leer el **Formulario de Aceptación del Cliente**, para asegurarse que el mismo está correcto

(B) El cliente acuerda cooperar con el abogado en este caso.

(C) El cliente acuerda permitirle al abogado hablar de su caso con el coordinador del proyecto VLFD.

(D) El cliente es responsable del manejo de su caso a partir de hoy.

6. Consentimiento del cliente:

El Cliente ha leído cuidadosamente el **Formulario de Aceptación del Cliente**, conjuntamente con este **Acuerdo**. El cliente ha analizado ambos con el abogado. El cliente entiende que este es un acuerdo de servicios de representación limitada y que finaliza automáticamente al final de la comparecencia, por parte del abogado, ante la sala de resoluciones, en el día de hoy. El cliente entiende, además, los posibles riesgos y beneficios de la representación de servicios limitados descrita en este acuerdo. El cliente entiende dichos posibles riesgos y beneficios y, aún así, desea firmar este acuerdo con el abogado.

Fecha de hoy: _____

(Nombre del cliente)

(Nombre del abogado)

(Firma del cliente)

(Firma del abogado)

PRO BONO AGREEMENT OF NEW REPRESENTATION

This is an Agreement between _____ (Name of Client), _____
(Name of Lawyer), and _____ (Name of Supervising Attorney).

Case Name: _____ Index No.: _____

Client and Lawyer understand that the Volunteer Lawyer for the Day (VLFD) Program representation has stopped, and that Lawyer is no longer representing or assisting Client under the VLFD Program.

Before accepting a case, Lawyer must first check for conflicts with firm clients. Acceptance of this matter by Lawyer on a pro bono basis establishes an attorney-client relationship between Lawyer and Client. The scope of services which Lawyer agrees to provide to Client will be described in a new retainer agreement. Client further understands and consents that future representation and communications will be with Lawyer who is taking on sole responsibility for this case.

Client and Lawyer understand that the VLFD Program is no longer responsible for handling this case, including with regards to professional liability insurance. Lawyer further represents that s/he, or the law firm s/he is associated with, has professional liability insurance coverage.

Dated: _____

(Name of Client) (Name of Lawyer) (Name of Supervising Attorney)

(Signature of Client) (Signature of Lawyer) (Signature of Supervising Attorney)