#### LIMITED CLIENT AGREEMENT

This Agreement confirms the terms of representation provided by the Center for Disability & Elder Law (CDEL) regarding my Will (and/or Transfer on Death Instrument (TODI)).

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client Name), give my permission for CDEL and its volunteer attorneys to assist me with my Will/TODI under the terms of this Agreement.
2. I understand and agree that CDEL’s assistance is concerned solely with my Will/TODI. CDEL and its volunteer attorneys will advise concerning and assist me in drafting my Will/TODI. That is the extent of the representation and no further representation is expected or desired.
3. Client’s communications with CDEL Attorneys are protected by a duty of confidentiality and the attorney-client privilege. In the event Client furnishes information to CDEL Attorneys in confidence, CDEL Attorneys shall not disclose that information to a third party absent written consent from Client, unless subject to a court order. However, Client acknowledges CDEL Attorneys have an affirmative duty to reveal information of any attempt by Client to commit an act that would result in death or serious bodily harm. Client also understands CDEL attorneys may be permitted to disclose information related to Client’s file should a dispute arise between CDEL Attorneys and Client regarding the adequacy of CDEL Attorneys’ work on Client’s behalf. **Confidentiality and Attorney Client Privilege do not apply to communications independently conveyed by one client. A duty exists to the other client because our representation has been a joint representation of the parties. \_\_\_\_\_Initials**
4. I understand that my participation is entirely voluntary. I understand that I am free to discharge CDEL and the volunteer attorney at any time during and not continue.
5. I understand that CDEL and its volunteer attorneys can stop handling my file if they believe that one or more of the following is/are true:
	1. I lack the capacity to execute a Will, in the judgment of CDEL or its volunteer attorney,
	2. Executing such documents are not in my best interest, or
	3. If I do not cooperate or there is any other good reason within the Illinois Rules of Professional Conduct for CDEL or its volunteer attorneys to stop handling my file.
6. I understand that after signing my Will/TODI, if I have any questions or concerns about the documents, I may contact CDEL to seek further review. However, CDEL is not my attorney for probate purposes and will not represent me or my estate in any future probate proceedings.
7. **I understand that CDEL provides this service free of charge and that I do not have to pay CDEL or CDEL volunteer attorneys for their legal services. However, I understand that other entities, such as the court or recorder of deeds, may charge a fee for their services and that I am personally responsible for these fees.**
8. I understand and agree to the terms set forth above.

Client Volunteer

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attorney Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Volunteer Attorney

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Non-Attorney Volunteer

 Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_