

MICHIGAN INNOCENCE CLINIC

LIMITED RETAINER AGREEMENT

This agreement is made between Mr. Danny Spencer (the Client) and the Michigan Innocence Clinic (the Clinic), and establishes a limited attorney-client relationship between the Client and the Clinic.

1. The Client understands that the Clinic will: Represent Mr. Spencer in the investigation of his claim of innocence, insofar as attempting to ascertain new testing for fingerprint evidence in the possession of the Kalamazoo Police Department.

The Client understands that a separate Retainer Agreement will be required for any additional matters, including any filings and the appeal of any lawsuit, and that the Clinic is not obligated to handle such additional matters.

2. The Client understands that the Client will be represented by law student attorneys in the Clinic who are not licensed attorneys. The Client understands that the student attorneys will be supervised by a licensed attorney.
3. The Client understands that the Clinic, as the Client's legal representative, may do one or more of the following things for the Client: (a) negotiate, (b) file legal pleadings in pending or new actions, or (c) take other actions on the Client's behalf. The Clinic and the Client agree that the Clinic will provide legal assistance, but that the Client is responsible for the final decisions in the Client's case.
4. The Client agrees to keep the student attorneys informed about any changes in the case, and agrees to cooperate with the student attorneys when the student attorneys need assistance. The Client may contact the student attorneys whenever the Client has questions or concerns about the case.
5. The Clinic, through the student attorneys, will represent the Client in a professional and reasonable manner, and will provide timely and understandable information to the Client about the case as it progresses.
6. The Client may end this agreement for any reason by notifying the student attorneys. The Client understands that if the Client ends this agreement, the Clinic will not assign new student attorneys to the case, and the Clinic's representation will end.
7. The Clinic may end this agreement if it determines, during the course of the representation, that there is no longer a viable claim of innocence, or that the procedural barriers to litigating the client's claims prevent further litigation, or for any other reason which makes the continued representation impractical.
8. The Client and the Clinic agree that there will be no attorney fee charged for the Clinic's services. The client will not be expected to pay any expenses unless they are discussed and agreed to in advance.

Client: _____

Date: 11/21/12

Student Attorney: _____

Date: 11/14/12

Student Attorney: _____

Date:

Supervising Attorney: _____

Date: 11/14/12