CONTINGENT FEE AGREEMENT

(Sample | Modify as appropriate)

**CONTEXT**

This is a sample form only. Use of this letter will help to establish clear expectations and avoid misunderstandings between you and your client. It will not, however, provide absolute protection against a malpractice action.

I, [*Client Name*], hereby retain [*Attorney Name*], Attorney at Law, to represent me for the purpose of recovery of damages arising out of an accident or incident occurring on [*date*], at [*location*].

I agree to pay the actual expenses reasonably incurred by my attorney on my behalf. These expenses may include filing fees, service fees, witness fees, doctors’ reports, medical records, court reporter fees, court trial fees, photocopying costs, long distance telephone calls, postage, witness fees, mileage fees, and other necessary court and office costs. My attorney will not incur costs of more than [dollar amount] without first notifying me.

With my consent, my attorney may employ investigators and experts as may be required to prepare, pursue, and litigate my case. All fees and expenses charged by the investigators and experts will be paid by me. My attorney is authorized to pay the investigator or experts’ fees or expenses from the funds I deposit with the attorney or from the proceeds of any settlement or judgment in my case.

I agree to pay my attorney from the proceeds of any recovery, according to the following schedule:

* 25% of all sums recovered if settlement is negotiated before filing of the complaint.
* 33 1/3% of all sums recovered if settlement is negotiated before commencement of trial or arbitration hearing.
* 40% of all sums recovered during or after trial or arbitration has commenced. “Sums recovered” means [*insert appropriate language*].

If no recovery on my behalf is made, I am not liable for attorney fees to my attorney but will be responsible only for the actual expenses incurred by my attorney. I have deposited [*dollar amount*] with my attorney which is to be used toward costs and other expenses.

No fee will be charged for assistance to me in obtaining recovery of benefits under my insurance policy for Medical Payments Coverage (MedPay), unless MedPay benefits are denied by my insurance company. My attorney may charge the percentage fee based on the above schedule on any MedPay benefits collected after a denial by my insurance company. Also, if my insurance company agrees, my attorney may collect a percentage of the subrogated proceeds paid by the party at fault to my insurance company.

My attorney may assign all or any portion of the work to be performed to an associate or to other attorneys in the firm and may use paralegals or others working under my attorney’s supervision.

# In the event of my attorney’s death, disability, impairment, or incapacity, I agree that another attorney appointed by my attorney can protect my rights and help close my attorney’s practice.

My attorney agrees to send me copies of all documents filed in my case, all correspondence, and any and all other printed materials for my personal file. My attorney will also keep a copy of all information for [*his/her*] file. When my attorney has completed all the legal work necessary for my case, my attorney will close [*his/her*] file and return all my original documents to me. My attorney will then store [*his/her*] file for six

(6) years after my case is closed. After that time, my attorney will destroy [*his/her*] file. (Note that some files may need to be kept for 10 years due to statutes of limitation.)

My attorney agrees to provide conscientious, competent, and diligent services, and I agree to cooperate with my attorney and others working on my case by keeping appointments, appearing for depositions, producing documents, attending special court appearances, and making payments as agreed.

This agreement does not cover attorney’s fees in the event of an appeal or retrial.

I AM ENTITLED TO RESCIND THIS AGREEMENT WITHIN 24 HOURS AFTER SIGNING, UPON WRITTEN

NOTICE TO MY ATTORNEY. (Please read the explanation on the following page before signing.)

SIGNED by me on , 20 .

APPROVED:

*[Attorney Name] [Client Name]*

Enclosure