

CONTINGENT FEE, SHORT FORM

I, _____, [on behalf of _____,] hereby retain _____ to make an investigation of and represent me [on behalf of _____], in my [his/her] claim for personal injuries sustained by _____ on or about _____ at the intersection of ____ in the City of ____, County of ____, State of ____.

I agree to pay _____, as compensation for services rendered, a Contingent Fee of ____% of the amount finally awarded either by way of settlement, trial or appeal. No settlement of [____'s] claim may be made without my express authorization. I acknowledge that _____ has explained to me the right to engage any attorney(s) of my choice and that I have the choice of alternative fee arrangements for compensating _____.

If my case is resolved on a structured basis (a lump sum cash payment plus periodic cash payments), I further agree that the fee payable to _____ shall be payable in full on the date of the first cash payment and shall be based upon the then present cash value of the entire structured settlement.

I will also reimburse _____ for any out-of-pocket expenses advanced by it for investigation or litigation on my [_____'s] behalf. These expenses include, but are not limited to, filing fees, investigators, expert witness fees, depositions, court costs, travel and other out-of-pocket expenses. Costs exceeding \$100 may be billed directly to me and I agree to promptly and directly pay these costs. I will send notice to _____ of all such payments. Otherwise, _____ agrees to contact me prior to advancing any cost exceeding \$300.

I agree to pay _____ a deposit of \$____, as a partial advance against anticipated costs and disbursements. _____ will send me monthly itemized statements of costs and disbursements, which once the deposit is depleted; I agree to pay within thirty days of the invoice date. I understand that _____ reserves the right to charge me interest, not to exceed ____% per annum, on any bill outstanding for more than thirty days. This deposit will be refunded to the extent it has not been utilized in this matter.

In the event that a recovery is made by settlement, trial or appeal, the expenses shall be deducted from my share of the recovery after the attorneys' fees have been calculated and deducted from the recovery. I understand that a recovery cannot be guaranteed and that I remain responsible for any out-of-pocket expenses regardless of the outcome.

I understand that in the event that _____ concludes at any time that there is not sufficient likelihood of recovery to justify further time and effort, _____ shall have the right to withdraw from employment, which shall terminate their right to compensation for professional services, except for any outstanding costs and disbursements.

_____ acknowledge that if no recovery has been made upon the final conclusion of my claim, _____ will not be entitled to any compensation for professional services rendered, and I will have no obligation beyond reimbursement of costs.

Date: _____

[Name] [On behalf of _____]

Date: _____

[Name]

NOTE: This material is intended as only an example, which you may use in developing your own form. It is not considered legal advice and as always, you will need to do your own research to make your own conclusions with regard to the laws and ethical opinions of your jurisdiction. In no event will ISBA Mutual Insurance Company be liable for any direct, indirect, or consequential damages resulting from the use of this material.