

DISCLAIMER

The following form is provided by FindLaw, a business unit of West Group, for informational purposes only and is intended to be used as a guide prior to consultation with an attorney familiar with your specific legal situation. FindLaw and West Group are not engaged in rendering legal or other professional advice, and this form is not a substitute for the advice of an attorney. If you require legal advice, you should seek the services of an attorney by linking to FindLaw.com. © 2001 West Group. All rights reserved.

Injury—Applications

Sample Form: Retainer And Contingency Agreement for a Personal Injury Case

When you have found an attorney you like, he or she will ask you to sign a fee agreement. Most personal injury cases are taken on a contingency fee basis, meaning that if you recover any money from the person that injured you, the attorney will receive a percentage of that recovery as payment for his services. Below is a sample of how that agreement might look.

_____ (“Client”) requests and authorizes _____ (“Lawyer”) to represent him/her in all matters arising out of the accident occurring on [DATE OF ACCIDENT], at [TIME] a.m./p.m., against [THE DEFENDANT(S)].

1. Lawyer agrees to exercise his/her best efforts and professional ability, and will consult with Client on an ongoing basis regarding major decisions relating to this matter, including trial or settlement.

2. Client agrees to cooperate with Lawyer, assist Lawyer with preparing the case as Lawyer requests.

3. Client agrees not to do any act that impairs the value of the case.

4. Client agrees not to settle the case without Lawyer’s participation and consent.

5. Client agrees not to speak to others or consult other lawyers about the case.

6. Client agrees to pay costs of investigation, out-of-pocket costs and expenses [ON A MONTHLY BASIS]/[AS THEY ARE BILLED]/[BY REMITTING \$_____ PER MONTH]/[OTHER ARRANGEMENT].

7. Client agrees to keep medical billings up to date.

8. Client agrees to pay Lawyer’s fee for professional services as follows: _____ percent of any settlement or recovery, and _____ if the case is appealed. Further, if, at the time the case is settled or a judgment is paid Client owes Lawyer for any expenses or other items, Lawyer may deduct that sum from the amount to be paid to Client. The percentage recovery will be calculated [BEFORE/AFTER] outstanding medical bills, expenses and costs of suit are deducted.

9. If Client makes no recovery, Client owes Lawyer nothing for legal services but must pay expenses.

10. If Client decides to terminate the case after Lawyer has provided substantial legal services, Client must pay Lawyer a sum equal to the probable fee, to be determined by a panel of the American Arbitration Association. Lawyer will bear the cost of the arbitration.

11. Lawyer reserves the right to terminate this contract if at any time he/she concludes that the claim is without merit.

12. Client agrees that Lawyer cannot promise or guarantee a particular result.

13. This agreement represents the full agreement between Client and Lawyer. No other agreement, written or oral, exists, and discussions between Client and Lawyer that are not set forth in this agreement are not part of this agreement.

14. If Client and Lawyer agree to change any term in this agreement, the agreed-to change must be in writing and signed by both parties.

I, _____, acknowledge that I have read this agreement fully, understand its terms., and agree to them. I received a copy of the agreement when I signed it.

Date: _____

Client

Date: _____

Witness

Date: _____

Lawyer

[NAME AND ADDRESS OF LAW FIRM]