


Contingency Fee Agreement

- 🔊 If you are an attorney and want a more attractive contract, here it is.
- 🔊 The first part of the Memorandum should be completed and distributed to the other party along with a copy of the Contingency Fee Agreement.

Date: **[Date]**

To: **[Name of Client]**

From:  **Owner/Founder]**
[Company]

Subject: **Contingency Fee Agreement**

Attached is a “Legal Services Agreement” that arranges for payment on a contingency fee basis, based upon a percentage of what we your recover on your behalf.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Contingency Fee Agreement

☞ This is an introductory paragraph which sets forth the parties and the date of this agreement.

Effective Date **[Date]**

Between **[Name of Client]** ("Client")

and **[Company Legal Name]** ("Attorney").

[Address]

[City], [State] [Zip Code]



☞ This next paragraph defines the legal services to be provided by the attorney. Note that this paragraph also excludes certain legal services.

1. Legal Services Provided. Attorney agrees to provide Client with representative with respect to Client's claim for personal injuries and property damage arising out of [state general facts, e.g., client's car accident dated [Date]]. Attorney shall not be obligated hereunder to represent Client with respect to any dispute with a medical provider or any appeal wherein Client is a respondent.

☞ In the following paragraph, the attorney and Client agree to keep each other up-to-date regarding the Client's case.

2. Responsibilities of Attorney & Client. Client agrees to be truthful, to cooperate with Attorney, and to keep Attorney informed of Client's address, phone number and whereabouts and any relevant developments. Attorney agrees to keep Client informed of any relevant developments, to respond promptly to Client's inquiries and to perform the legal services mentioned above.

☞ The attorney's fee is contingent upon if or when the Client recovers anything. The attorney's percentage of the recovery depends on how much work the attorney puts into the case. The percentages noted below are fairly standard.

3. Attorney's Fees. Attorney will be entitled to the following fees:

(a) 25% of the net recovery if obtained before filing a lawsuit; or

(b) 33% of the net recovery if obtained after filing a lawsuit but before trial; or

(c) 45% of the net recovery if obtained after the commencement of trial.

For the purposes of this Section 4, "net recovery" shall mean the amount remaining after deduction of costs.

☞ The attorney pays all costs up-front. Basically, the attorney takes the risk that the Client may not recover a sufficient amount to cover costs incurred.

4. Costs. "Costs" shall include, but are not limited to, court fees, deposition fees, investigation costs, expert fees and expenses, telephone charges, copying charges and service of process fees. Attorney shall advance all costs in connection with the representation provided to Client. Attorney bears all risk should

recovery be insufficient to refund such costs.

☞ The Client, not the attorney, has the ultimate authority to accept or reject a settlement offer.

5. Settlement. Client has the absolute right to accept or reject any settlement offer. Attorney shall notify Client promptly of any such offer.

☞ If for some reason the Client short changes the attorney, the attorney retains a lien or a right to part of the Client's recovery.

6. Attorney's Lien. Attorney shall have a lien for costs and Attorney's fees arising out of Attorney's representation of Client hereunder. Any such lien shall be on the causes of action that are the subject of the representation or any proceeds thereof.

☞ The Client can get rid of the Attorney at any time.

7. Discharge of Attorney. Client may discharge Attorney at any time by written notice to Attorney. The discharge shall be effective upon receipt. If proceedings have commenced Client shall execute and return a substitution-of-attorney form to be sent by Attorney. Notwithstanding the foregoing, Client shall be obligated to pay Attorney for all costs advanced by Attorney and a reasonable attorney's fee from any recovery.

☞ If the parties have a dispute over this Agreement, the losing party has to pay the legal fees and costs of the winning party.

8. Attorney's fees and costs in action on Agreement. In any action to enforce any provision of this Agreement, the prevailing party will be awarded reasonable attorneys' fees and costs.

☞ This Agreement will be governed by state law. Generally, this will be the law of the state where the attorney is licensed to practice. You should note that certain states have special requirements for legal services. Agreements.

9. Governing Law. This Agreement shall be subject to and interpreted in accordance to [State] law.

☞ The parties are to sign duplicate originals of this Agreement, one original for each.

Understood, Agreed & Accepted

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the Effective Date first written above.

Client

Attorney