



ATTORNEY FEE CONTRACT

IT IS AGREED between

_____ as Client
and _____
as Attorney as follows:

1. **EMPLOYMENT.** Client employs Attorney to represent Client in connection with

2. **EXPENSES.** Client shall pay Attorney for all expenses for telephone calls, travel expense, photocopies, securing records or documents, photographs, hospital records, medical reports, medical examinations, court costs, depositions, expert witness fees, and all other expenses incurred by Attorney on behalf of Client. Client shall advance the sum of

\$ _____

to Attorney on _____
and shall advance additional expense money from time to time as requested by Attorney to pay anticipated expenses. Any unpaid expense may be billed periodically by Attorney and shall be paid by Client upon billing. Any unused expense money advanced to Attorney by Client shall be refunded to Client.

3. **FEE.** Client shall pay Attorney a fee for services as follows:

3.1 **HOURLY FEE.** Fee. Client shall pay Attorney a fee of \$ _____ per hour
_____ for all
services performed under this Contract. Retainer. Client shall pay Attorney a retainer of \$ _____
on _____
to be used for payment of fees as incurred, which is in addition to the deposit for expenses referred to in paragraph 2. Any unused portion of the retainer shall be refunded to Client. Future Advances. Client shall advance additional money for fees from time to time as requested by Attorney to pay anticipated fees. Any unused portion of such advances shall be refunded to Client. Billing And Payment. All fees will be billed periodically and shall be due and payable at the time of billing.

3.2 **CONTINGENT FEE.** Fee. In the event of recovery, Client shall pay Attorney the following fee based on the amount of the recovery remaining after payment of expenses incurred under paragraph 2 of this Agreement: a fee equal to _____% of the recovery if settled without filing suit; a fee equal to _____% of the recovery after suit is filed and before notice of appeal to any appellate court; a fee equal to _____% of the recovery after notice of appeal; and a fee equal to _____% of the recovery if retried. IN THE EVENT NO RECOVERY IS MADE, ATTORNEY SHALL RECEIVE NO FEE FOR SERVICES PERFORMED UNDER THIS CONTRACT. Fee On Termination. If Client terminates Attorney's employment before conclusion of the case, Client shall pay Attorney a fee based on the fair and reasonable value of the services performed by Attorney before termination. Other Attorneys. Attorney may employ another attorney or attorneys to assist in this case at Attorney's expense.

4. **PLACE OF PAYMENT.** All sums due herein shall be paid at Attorney's office at the address stated below.

5. **WITHDRAWAL.** Non-payment of expenses or fees when due shall be a basis for Attorney's withdrawal from representation of Client.

6. **NO GUARANTEE.** Attorney makes no guarantee as to the outcome of the case.

7. **ADDITIONAL TERMS.**

Dated the _____ day of _____, _____.

(Client)

(Attorney)

(Client)

(Attorney)

(Address of Client)

(Address of Attorney)

(Phone)

(Phone)