CONTINGENT FEE AGREEMENT FOR LEGAL REPRESENTATION

Attorney–Client Fee and Representation Agreement

This Contingent Fee Agreement ("Agreement") is entered into by and between **[Client Name]**, residing at [Client Address, City, State, ZIP], telephone [Client Phone] ("Client"), and **[Law Firm Name]**, located at [Firm Address, City, State, ZIP], telephone [Firm Phone] ("Attorney"), collectively the "Parties."

1. EMPLOYMENT AND SCOPE OF REPRESENTATION

Client retains and employs Attorney to investigate, advise, and represent Client in connection with all claims for damages arising out of [describe matter, e.g., the wrongful death of ___ occurring on or about [Date of Incident]] (the "Claim"), including negotiation, settlement, and, if necessary, the filing and prosecution of a civil lawsuit and any subsequent appeal. Attorney is authorized to associate or employ other attorneys to assist in the handling of the Claim, at Attorney's own expense, unless otherwise agreed in writing.

2. CONTINGENT ATTORNEY'S FEE

Client is not required to pay Attorney an hourly rate for legal services. Instead, in the event of a recovery by settlement, verdict, or judgment, Attorney shall be paid a fee calculated as a percentage of the gross recovery (the total amount recovered, before deduction of case expenses), according to the following schedule:

- 25% of the gross recovery if the Claim is resolved by settlement before a lawsuit is filed;
- 33.33% (one-third) of the gross recovery if the Claim is resolved after a lawsuit is filed; and
- 40% of the gross recovery if the Claim is resolved after a notice of appeal is filed, which shall be the maximum fee percentage under this Agreement regardless of further proceedings, retrial, or remand.

Notwithstanding the schedule above, if the fee percentages stated in this Agreement exceed the maximum percentage permitted by the law of the state governing this representation, or by any applicable statutory fee schedule for the type of claim involved, the fee actually charged shall automatically be reduced to the highest percentage permitted by law.

If no recovery is obtained on the Claim, Client shall owe Attorney no fee for legal services rendered under this Agreement. If Client terminates Attorney's representation prior to conclusion of the matter, Client shall pay Attorney the fair and reasonable value of the services performed prior to termination, as permitted by applicable law and rules of professional conduct.

3. CASE EXPENSES

Client acknowledges that the contingent fee described above compensates Attorney solely for legal services and is separate and distinct from case expenses — the actual out-of-pocket costs necessary to investigate, prepare, and pursue the Claim. Case expenses may include, without limitation, court filing fees, service of process and process server fees, deposition and court reporter fees, expert witness fees, medical record retrieval and copying costs, travel expenses, and other incidental litigation costs.

Case expenses shall be deducted from the gross recovery after Attorney's contingent fee has

been calculated on the gross recovery, unless otherwise required by law.

Client shall not be required to pay any fee or expense to Attorney in advance or as a condition of Attorney accepting or continuing this representation. Attorney will advance case expenses on Client's behalf as they are reasonably incurred in the ordinary course of investigating and pursuing the Claim, and will provide Client with periodic statements identifying expenses incurred. Client shall reimburse Attorney for all case expenses actually advanced by Attorney, regardless of the outcome of the Claim, including if no recovery is obtained. For any expense that a court, expert, vendor, or other third party requires to be paid directly and immediately by Client (such as certain filing fees or expert retainers), Attorney will provide reasonable advance notice, and Client shall pay that expense directly when due.

4. MEDICAL BILLS AND LIENS

Client is solely responsible for the payment and resolution of all outstanding medical bills, health insurance liens, government liens (including Medicare or Medicaid), and any other statutory liens arising from the injuries that are the subject of the Claim. Such obligations shall be satisfied out of Client's share of any settlement, verdict, or judgment, and Attorney is authorized to withhold sufficient funds from the recovery to satisfy any properly asserted lien prior to disbursement.

5. CLIENT APPROVAL OF SETTLEMENT

Attorney shall not settle, compromise, dismiss, or otherwise resolve the Claim without Client's express, written consent. All material settlement offers shall be promptly communicated to Client for Client's review and decision.

6. NO GUARANTEE OF OUTCOME

Client acknowledges that Attorney has made no promise, guarantee, or warranty regarding the outcome of the Claim, the amount of any recovery, or the length of time the matter may take to resolve.

7. WITHDRAWAL FROM REPRESENTATION

Client's failure to pay or reimburse expenses when due under Section 3, or failure to pay fees when due, shall constitute grounds for Attorney's withdrawal from representation, subject to applicable rules of professional conduct and any required court approval.

8. PLACE OF PAYMENT

All sums due to Attorney under this Agreement shall be paid at Attorney's office address set forth above.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding attorney's fees and expenses for the Claim and supersedes all prior discussions or agreements, written or oral, on that subject. This Agreement may be modified only by a written amendment signed by both Parties.

SAMPLE DOCUMENT — FOR EDUCATIONAL PURPOSES ONLY

This is a general illustrative example intended to help a prospective client understand common terms found in contingent fee agreements before meeting with an attorney. It is not a finished legal contract, does not reflect any specific state's laws or fee caps, and should not be signed or relied upon as-is. Contingent fee percentages, expense provisions, and required disclosures vary by state and by case type — always review any actual fee agreement with a licensed attorney in your state before signing.

Looking for an attorney to review a real fee agreement or take your case? Search LawsOnline.com, the National Database of Legal Professionals, to find a licensed attorney in your area.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Executed at [City, State] on this ____ day of _____, 20____.

Client Signature Date	Attorney Signature Date
Client Name (Printed)	Attorney Name (Printed)
Address / City / State / ZIP	Firm Name / Address / City / State / ZIP
Phone	Phone