

**Sample Contingency Fee and
Retainer Agreement Forms**

LAW OFFICES OF JOHN P. LAWYER
SUITE 100, 1000 MAIN STREET
ATLANTA, GEORGIA 30000-0000
404-444-4444

CONTINGENT FEE CONTRACT

(Addendum to Retainer Agreement) DATE: _____

JOHN P. LAWYER (Attorney)

_____ (Client)

In consideration of the acceptance by John P. Lawyer of the case referred to in the Retainer Agreement signed by the parties today on a contingent fee basis, it is agreed that this Addendum shall form a part of the said Retainer Agreement and be incorporated therein as if it were fully set forth in that agreement.

In the event that the Client at any point desires to change attorneys or otherwise requires John P. Lawyer to withdraw from the case, John P. Lawyer shall be entitled to fees from the Client on the percentage basis set forth in the attached Retainer Agreement based upon any settlement offered by the opposing party prior to the date of withdrawal; or, if no settlement offer has been made, on an hourly basis. The Client particularly directs John P. Lawyer not to withdraw from this matter unless he has been paid the larger of the two possible fees or arrangements for the said payment has been made to his satisfaction.

The Client has the ultimate right to decide whether or not an offer of settlement is satisfactory. It is agreed that one of the reasons that the Client has retained John P. Lawyer is that he believes that the background and experience of John P. Lawyer puts him in the position of correctly advising the client. It is therefore agreed that if at any time the Client and John P. Lawyer cannot agree as to the settlement of the case, then and in that event, John P. Lawyer may withdraw from the case and will be paid his fees to the date of withdrawal as is provided above. Those fees shall be a lien on the case and any party at interest may be so informed.

CLIENT(S)

JOHN P. LAWYER (Attorney)

LAW OFFICES OF JOHN P. LAWYER
SUITE 100, 1000 MAIN STREET
ATLANTA, GEORGIA 30000-0000
404-444-4444

RETAINER AGREEMENT

DATE: _____

JOHN P. LAWYER (Attorney)

_____ (Client)

The undersigned Client does hereby retain John P. Lawyer in regard to that certain Matter as follows: _____
_____.

It is understood and agreed that the Client will pay to John P. Lawyer the following fee for the services to be rendered:

_____% of any and all sums recovered by way of settlement prior to instituting a lawsuit; or

_____% of any and all sums recovered either as a result of trial or by way of settlement after a lawsuit has been instituted; or

_____% of any and all sums recovered if any judgment is appealed, either on behalf of the Client or by any adverse party, or if garnishment or any proceeding after judgment has to be brought to collect the judgment or any portion thereof; or

_____% of any and all sums recovered if the Matter is the subject of a retrial as ordered by a trial or appellate court.

The Client agrees that John P. Lawyer may deduct from the proceeds any recovery the applicable fee as agreed upon above, along with all other fees, charges, and expenses as described above herein for which the Client is responsible and which remain unpaid at the time the recovery proceeds are received.

John P. Lawyer agrees to make no compromise or settlement in this Matter without the approval of the Client as to the specific settlement or compromise. John P. Lawyer agrees to notify the Client whenever an offer of settlement or compromise is received by John P. Lawyer, and to inform Client of the amount of that offer, and the recommendation of John P. Lawyer as to the acceptability thereof. Likewise, the Client agrees to make no compromise or settlement in this Matter without the approval of John P. Lawyer. The Client agrees to notify John P. Lawyer whenever an offer of settlement or compromise is received by the Client, and to inform John P. Lawyer of the amount and terms of any such offer.

The Client agrees to give John P. Lawyer a lien on the claims or causes of action and on a sum recovered by way of settlement and on any judgment that may be recovered thereon to the extent of the sums herein provided as John P. Lawyer's fees and other fees, charges and expenses incurred. It is further agreed that John P. Lawyer shall have all general, possessory or retaining liens, and all special or charging liens known to the common law or available under law.

The Client hereby authorizes John P. Lawyer to fully investigate the facts and law relative to the Matter. Upon the conclusion of such investigation John P. Lawyer shall have the discretionary right to determine that it is not feasible to pursue the Matter, and upon notification to the Client of such determination John P. Lawyer shall be entitled to withdraw from any further representation of the Client pursuant to this Agreement. In such event no legal fees shall be payable to John P. Lawyer, but the Client agrees to promptly pay John P. Lawyer for all other fees, charges, and expenses incurred pursuant to the above prior to the date of such withdrawal.

In the event a settlement proposal is made to the Client with the affirmative recommendation of John P. Lawyer, John P. Lawyer shall have the right, if such settlement proposal is rejected by the Client pursuant to this Agreement upon written notice thereof by John P. Lawyer to the Client. In such event the Client agrees to promptly pay John P. Lawyer for all services rendered by John P. Lawyer, calculated on the basis of actual work hours expended at applicable hourly rates, and for all other fees, charges, and expenses incurred pursuant to the above prior to the date of such withdrawal.

_____ will be the attorney(s) in charge of this matter, but the Client specifically authorizes and agrees that any other attorney, investigator, paralegal, secretary or other person in the firm, or an associated counsel in another firm, may, at the professional discretion of John P. Lawyer, perform necessary services under the direction of the attorney in charge.

Client, by signing this Agreement, acknowledges having read, understood and accepted the terms hereof.

CLIENT(S)

ACCEPTED BY: _____

ADDRESS

Telephone: (Home) _____ (Office) _____