SAMPLE ADMINISTRATIVE FORM

AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT

I, the undersigned client, do hereby retain and employ the Law Firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as my attorney(s) to represent me in my claim for damages against \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or any other party, firm or corporation liable therefore, resulting from an accident that occurred on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I HEREBY AGREE to pay for the costs incurred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in prosecuting this claim and authorize them to undertake and/or incur such costs as they may deem necessary from time to time. These costs include, but are not limited to, such items as police reports, hospital and medical records, photographs, filing fee, costs of serving summonses and subpoenas, court reporter fees, jury list, exhibits, state records, investigation expenses, and expert witness fees, including fees for medical testimony and fees for medical conferences. They will make every effort to keep these costs at an absolute minimum consistent with the requirements of the case. At the time the case is closed, an accounting will be made for all disbursements made in my case.

As compensation for their services, I agree to pay my said attorney(s) from the proceeds of recovery the following fee:

a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:

1. 33-1/3% of any recovery up to $1 million; plus

2. 30% of any portion of the recovery between $1 million and $2 million; plus

3. 20% of any portion of the recovery exceeding $2 million.

b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:

1. 40% of any recovery up to $1 million; plus

2. 30% of any portion of the recovery between $1 million and $2 million; plus

3. 20% of any portion of the recovery exceeding $2 million.

c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:

1. 33-1/3% of any recovery up to $1 million; plus

2. 20% of any portion of the recovery between $1 million and $2 million; plus

3. 15% of any portion of the recovery exceeding $2 million.

d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post judgment relief or action is required for recovery on the judgment.

IT IS AGREED and UNDERSTOOD that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to my attorneys for any sum whatsoever as attorney’s fees.

 THE UNDERSIGNED CLIENT HAS, BEFORE SIGNING THIS CONTRACT, RECEIVED AND READ THE STATEMENT OF CLIENT’S RIGHTS, AND UNDERSTANDS EACH OF THE RIGHTS SET FORTH THEREIN. THE UNDERSIGNED CLIENT HAS SIGNED THE STATEMENT AND RECEIVED A SIGNED COPY TO KEEP TO REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY(S).

 THIS CONTRACT MAY BE CANCELLED BY WRITTEN NOTIFI-CATION TO THE ATTORNEY AT ANY TIME WITHIN 3 BUSINESS DAYS OF THE DATE THE CONTRACT WAS SIGNED, AS SHOWN BELOW, AND IF CANCELLED THE CLIENT SHALL NOT BE OBLIGATED TO PAY ANY FEES TO THE ATTORNEY(S) FOR THE WORK PERFORMED DURING THAT TIME. IF THE ATTORNEY(S) HAVE ADVANCED FUNDS TO OTHERS IN REPRESENTATION OF THE CLIENT, THE ATTORNEY(S) ARE ENTITLED TO BE REIMBURSED FOR SUCH AMOUNTS AS THEY HAVE REASONABLY ADVANCED ON BEHALF OF THE CLIENT.

 DATED THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Client’s Printed Name] [Client’s Signature]

The above employment is hereby accepted upon the terms stated above.

 DATED THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Attorney’s Printed Name] [Attorney’s Signature]