

Contingent Fee Agreement

1. **Fees:** Client hereby retains Witson Law, P.C. to represent Client for any and all claims Client may have as a result of the accident/injury that occurred on the date listed below. In consideration for the legal services to be rendered, Client agrees to pay Attorney 1/3 of the total amount recovered as compensation for the injuries suffered. Client agrees to grant Attorney a lien in that amount in the event Client recovers outside of this representation. No guarantee has been made as to what amount, if any, Client may be entitled to recover as a result of this accident. In the event of filing suit or demand for arbitration client agrees to pay Attorney 40%.
2. **Costs:** During the pursuit of Client's claim, it will be necessary to pay out of pocket expenses and costs in order to properly pursue and present the claim. Such costs and expenses are not fees, but are in addition thereto. They include, but are not limited to obtaining copies of medical records, reports and billing statements from health care providers, accident, police and other governmental reports, expert witness fees, filing and service of process fees, deposition and court reporter transcription costs, investigation fees, recording and certification fees, etc... Attorney may advance these costs and expenses when they are incurred and charge to the file with the agreement that Client agrees to reimburse Attorney for all such costs and expenses at time of recovery or at the conclusion of the claim.
3. **Medical Expenses:** All medical expenses and charges of any nature by any health care provider in connection with the above mentioned claims are the sole responsibility of Client. However, Client agrees that Attorney may pay any of these charges and expenses which are unpaid from Client's portion of any recovery and that Attorney, with Client's agreement, may execute liens, if necessary, to obtain health care for Client and to insure payment to any health care provider. If no recovery is obtained, Client agrees that Attorney is not bound to pay any of these charges and expenses.
4. **Withdrawal:** Attorney may withdraw at any point from the case if his investigation and/or professional judgment lead him to believe that there is no applicable insurance, no liability on the part of those originally believed to be responsible for Client's injuries, or for any other reason which Attorney deems, in his absolute discretion, appropriate. Should recovery subsequently be obtained by Client, either through the efforts of counsel or on Client's own efforts, Attorney shall be entitled to be reimbursed for the costs and expenses incurred by Attorney for and on behalf of Client, and for the reasonable value of his services on Client's behalf.
5. **Other Client Obligations and Authorizations:** Neither Client nor Attorney is authorized to settle the claim without the consent of the other. Client agrees to keep Attorney informed of Client's telephone number and address, to appear on reasonable notice for meeting, depositions and court appearances in connection with the preparation and presentation of Client's claim. Failure to cooperate may result in court imposed sanctions, up to and including dismissal of Client's claim. Client authorizes Attorney to turn over all information, including medical records and reports, billing statements, tax information, photographs and other documents to insurance companies, other attorneys, and parties as necessary to pursue the claim.

Dated this _____ day of _____, 20__.

Date of Accident

Print Name

Signature

Minor(s) (if applicable)

Authorized Signature