

ATTORNEY-CLIENT FEE AGREEMENT

This ATTORNEY-CLIENT FEE AGREEMENT (“Agreement”) is entered into by and between _____ (“Client”) and Estey & Bomberger (“Attorneys”).

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with his/her personal injury action arising on _____. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of the progress of the case and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys advised of Client’s address, telephone number and whereabouts.
3. **LEGAL FEES.** Should no settlement or award be achieved in this action then Client has no duty to pay any legal fees to Attorneys. It is agreed that Attorneys are to receive 33-1/3% of the gross amount of the recovery as their fee if the case settles before a lawsuit is filed with the court or arbitration demanded. If a lawsuit is filed with the court (or arbitration demanded) the total attorney fee will be 40% of the gross amount of recovery. Client agrees to the above fee after having been advised by Attorneys that the above fee is not set by law and is negotiable between Attorneys and Client.
4. **COSTS AND EXPENSES.** In addition to paying the above described legal fees, Client shall reimburse Attorneys for all costs and expenses incurred by Attorneys in the prosecution of the action, including but not limited to, filing fees, process servers’ fees, fees fixed by law or assessed by court or other agencies, messenger or other delivery fees, investigation expenses, consultant fees, expert witness fees, deposition costs and other similar items. Client will not be responsible for any costs unless there is a recovery or settlement in their case. In other words, if attorney does not win or recover money for you in your case, you do not have to reimburse the attorney for the costs incurred.

Attorneys may, at their option, retain outside consultants if the Attorneys determine that the use of such consultants will benefit Client’s case and/or add value to Client’s case. Attorneys shall pay the fees and/or costs of any such consultants “up front”. However, in addition to the above described legal fees, Client shall reimburse Attorneys for any such consultant fees and/or costs incurred by Attorneys upon resolution of the case.

5. **ATTORNEY MAY ASSOCIATE COUNSEL.** Client agrees that at no additional cost to Client, Attorney may associate other counsel to assist in the claim as needed and may share the above described legal fees with the associated counsel.



6. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. If Client discharges Attorney or Attorney withdraws from the case, Attorney shall have a lien for services performed up until the date of withdrawal and/or discharge. Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact, circumstance or development that would render Attorney's continuing representation unlawful, unethical or unmeritorious. Attorney reserves the right to discard Client's file two-years following the resolution of the lawsuit. If client desires a copy of said file prior to destruction of the same, it is incumbent upon him/her to make arrangements with Attorney.

7. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. In other words, Attorneys make no promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

8. INSURANCE. Attorneys maintain errors and omissions insurance for the type of claim being prosecuted under this agreement.

9. ATTORNEY'S LIEN. Client grants Attorney a lien for all services provided on Client's claim(s) and any cause(s) of action or lawsuit filed thereon, and on any recovery Client may obtain, whether by settlement, judgment, compromise or otherwise.

10. APPEALS. Attorneys have no duty to appeal any judgment entered in this case. Should judgment be entered and subsequently appealed by any party to the lawsuit described in Paragraph Two, then Attorneys and Client agree to re-negotiate the terms of this Agreement.

11. POWER OF ATTORNEY. Client hereby gives Attorney the power and authority to execute any and all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders and other papers that Client could properly execute.

"Attorneys"
ESTEY & BOMBERGER

Attorney signature _____

Client Address _____

Telephone: () _____

By: _____
Client's signature

By: _____
Print client name

