[Your firm name and logo]

[Law firm name]
[Firm address]
[Date]
[Client name]
[Client address]
Re: Contingent fee agreement, [claim description, date of incident]

Dear [Client name],

What we will handle
You hire [Law firm name] to pursue your claim against [other party] arising from [incident] on [date]. This agreement does not cover [an appeal, a property damage claim, collecting a judgment] unless we agree in writing.

Fee by stage
Our fee depends on the result. If there is no recovery, you owe no fee. If there is, our fee is: [percentage] of the recovery if the claim is resolved before a lawsuit is filed; [percentage] if it is resolved after filing; and [percentage] if it is resolved at or after trial, or after an appeal is filed.

Case costs
Case costs include filing and service fees, medical records charges, expert fees, deposition and transcript costs, and investigator fees. We will advance them and recover them from any recovery.

Order of deductions
Case costs will be deducted [before / after] our percentage is calculated. Example: on a settlement of [amount] with costs of [amount] and a fee of [percentage], [show the fee and your share under the order chosen].

Costs if there is no recovery
If there is no recovery, you [will not / will] have to repay the case costs we advanced. [If you will: you will repay them within (number) days of the end of the case.]

Liens and repayment claims
Medical liens and claims by insurers or health plans for repayment will be paid from your share of the recovery before we pay you. [We will try to negotiate them down.]

Settlement
Only you can agree to a settlement. We will tell you about every offer and give you our advice.

What we need from you
Within [number] days, please send: the accident or incident report; photos; your insurance policies; proof of lost wages; a list of every doctor and facility that treated you; and a signed medical records authorization for each provider, which we will prepare to meet federal privacy rules. Keep us informed of new treatment, a change of address, or any contact from the other side.

Co-counsel (optional)
We will work with [co-counsel firm], who will receive [share] of the fee [in proportion to the work it performs /

and will assume joint responsibility with us for your case]. Your total fee does not increase. By signing, you agree to this division and to the share each firm receives.

If you end our engagement
You may end this agreement at any time. If you do, and you later recover on this claim, we will be paid the reasonable value of the work we did, as state law allows, from that recovery.

If we withdraw
We may withdraw from your case as our professional rules allow, for example if you ask us to act unlawfully or do not cooperate. We will give you reasonable notice and time to find another lawyer, and we will ask the court's permission where it is required.

Fee disputes (optional)
If we disagree about our fee, we will first try to settle it directly. [Your state bar may offer a fee arbitration program; we will tell you about it in writing.]

Your file (optional)
We will keep your file for [number] years after the case ends, then destroy it unless you ask for it before then.

Closing statement
At the end of the case, we will give you a written statement of the outcome and, if there is a recovery, showing the amount paid to you and how it was calculated.

Client signature required
This agreement takes effect only when you sign it. Please read it, ask us about anything unclear, and keep a signed copy.

Sincerely,
[Attorney name], [Bar number]
[Law firm name]
Signature: _____ Date: _____
I have read and agree to this contingent fee agreement.
Client: [Client name] Signature: _____ Date: _____