

# **CONTINGENT FEE AGREEMENT**

## **1. PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the law firm of **JAMES A. TAMBURRO**, and \_\_\_\_\_, hereinafter referred to as "client."

## **2. CAUSE OF ACTION**

WHEREAS, the law firm is a firm of regularly practicing attorneys located in Burlington County, New Jersey, who engage in litigation involving personal injury and property damage, and

WHEREAS, client believes that (s)he may have claim or cause of action for personal injury and/or property damage against \_\_\_\_\_ or any other person, firm, or corporation that may be liable thereto resulting from an incident that occurred on the \_\_\_\_ day of \_\_\_\_\_.

WHEREAS, the client is desirous of hiring said law firm to proceed against said Defendant(s), or some of them, or any other person's legal entities or insurers against whom a recovery might be obtained, as determined by the discretion of said law firm.

NOW, THEREFORE, the client and law firm do hereby mutually agree that the law firm will proceed as it shall deem appropriate to effect a recovery for any and all personal injury and/or property damage that has been sustained by client.

## **3. HOURLY FEE**

Client has been advised that they have the option of retaining the services of Law Firms on an hourly fee basis at Law Firm's standard billing rate of \$300.00 per hour. However due to the unpredictable nature of the outcome of this case, Client has chosen the option to retain Law Firm on a contingent basis as outlined below.

## **4. CONTINGENT FEE OPTION**

In the event of recovery, the amount of recovery shall be used as a basis for compensation as hereinafter specified depending upon the point of time at which settlement is made. Said attorney(s) shall receive an amount equal to

- A) thirty-three and one-third percent (33 1/3%) on the first \$500,000.00 recovered;
- B) thirty percent (30 %) on the next \$500,000.00 recovered;
- C) Twenty-Five percent (25 %) on the next \$500,000.00 recovered; and
- D) Twenty percent (25 %) on the next \$500,000.00 recovered.

of said recovery in money or property if effected by settlement made after service of notice of suit and up to the time of the beginning of the selection of the jury in said trial; an amount equal to forty percent (40%) of the recovery if made at any point between the beginning of the selection of the jury and the final decision of the jury; an amount equal to fifty percent (50%) thereafter, including Appeal to the Supreme Court of (your state) if appeal is taken thereto. Should said attorney(s) select the Federal Court or the Court of another state as a forum, then a similar or analogous schedule of compensation shall govern, with the first Court of Appellate jurisdiction to be construed as the Supreme Court.

#### **5. ADVANCEMENT OF EXPENSES**

Client(s) shall, upon the signing of this Agreement, pay to law firm the sum of \$ N/A that shall be applied upon account for expenses as needed, to obtain photographs, hospital reports, to secure records and documents, to pay the costs of medical examinations and reports, fees for expert witnesses, and the costs of service of notice of suit and filing of Petition. Law firm may demand from time to time, and client shall pay such, additional sums as shall be necessary to pay said expenses.

Client(s) further agree(s) that, in addition to the expenses or including the expenses referred to in the preceding paragraph, or if not otherwise paid, the client may be requested to pay in advance all out-of-pocket costs of suit, including any and all costs of suit, including any and all costs as may be necessary for the opening of an Estate, Guardianship, or Conservatorship, as herein after set forth, and all out-of-pocket expenses to discover, preserve, and present evidence, to prepare for trial, including expert and other witness fees and client further agrees to pay all reasonable incidental expenses, including reasonable and necessary travel costs. Client agrees to pay all said fees promptly at the request of the law firm.

Client and law firm further agree that, in the event of recovery, such expenses as hereinabove referred to, not already paid, shall be paid from any recovery prior to disbursements being made to client or Law firm.

Client(s) and law firm further agree that law firm may at its own expense employ another attorney, or attorneys, in such place or places as may appear desirable to assist in the above matter. If client(s) employ(s) another attorney, or attorneys, in this matter, such employment shall be at the client's expense and shall not affect the amount due law firm under this contract.

If client(s) should settle or collect his/her/their claim himself/herself/themselves, such fact shall not affect the amount due law firm under this agreement. Client(s) agree(s) that any settlement of this claim shall be made through and at the offices of said law firm.

Client(s) and law firm further agree that, in the event the proper prosecution of this case requires proceedings in an Estate or Guardianship, the law firm herein shall in addition to the contingent fee herein agreed upon, be reasonably compensated for such services in the event of recovery as allowed by the Court and provided by law. Should there be no recovery, client(s) shall pay to the law firm such reasonable amount for opening and closing such Estate or Guardianship as allowed by the Court and as provided by law.

Client(s) and law firm further agree that all sums due herein shall be paid at the offices of (your address).

Client(s) and law firm further agree (insert as needed).

Client(s) and law firm further agree that except as may be heretofore set forth or as provided by law for the administration of assets other than this lawsuit, said attorneys shall receive no compensation for services rendered under this Agreement if there is no recovery of money and/or property.

Signed and dated at (your address) on the date first above written.

\_\_\_\_\_  
TAMBURRO LAW OFFICES

By:

\_\_\_\_\_  
JAMES A. TAMBURRO, Esq.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client