

YOUR LAW FIRM'S NAME

LEGAL SERVICES AGREEMENT

STATE OF _____
COUNTY OF _____

1. IDENTIFICATION OF PARTIES.

This agreement, executed in duplicate with each party receiving an executed original, is made between ATTORNEY'S NAME, hereafter referred to as "**Attorney**," and CLIENT'S NAME, hereafter referred to as "**Client**."

2. LEGAL SERVICES TO BE PROVIDED.

The legal services to be provided by Attorney to Client are as follows: Representation of Client with respect to his claim for damages for personal injuries arising out of negligence on behalf of AT-FAULT DRIVER on Tuesday, March 22, 2011, when Mr. Curry pulled into the path of Client.

The Attorney will also provide assistance in obtaining recovery of benefits under my insurance policy for Personal Injury Protection (PIP), unless PIP benefits are denied by my insurance company.

Assistance may also be provided in reducing or eliminating medical costs associated with this personal injury claim.

3. RESPONSIBILITIES OF ATTORNEY AND CLIENT.

A. Attorney

- Attorney will perform the legal services called for under this agreement to the best of his efforts and professional ability.
- Attorney will keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications.

Client's initials _____

Attorney's initials _____

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B. Client

- Client agrees to be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts.
- Client agrees that Lawyer cannot promise or guarantee a particular result.
- Client agrees not to do any act that impairs the value of the case.
- Client agrees not to settle the case without Lawyer's participation and consent.
- Client agrees not to speak to others or consult other lawyers about the case.
- Client agrees to keep medical billings up to date.

4. ATTORNEY'S FEES.

The amount Attorney will receive for attorney's fees for the legal services to be provided under this agreement will be:

- (a) Twenty-five (25) percent of the net recovery if the recovery is obtained before the filing of a lawsuit or after the filing of a lawsuit but before trial; whichever occurs first;
- (b) Thirty-three and one-third (33-1/3) percent of the net recovery if the recovery is obtained at or after the commencement of trial.

"Net recovery" means the amount remaining after the total amount received (whether by settlement, arbitration award, or court judgment) has been reduced by the sum of all "costs," as defined in Paragraph 7 of this agreement.

If periodic payments are made anytime during this representation, the Attorney will be authorized to retain up to twenty-five (25) percent of such payments. Any amount retained from these payments will be considered as partial payment for the final amount owed Attorney in this representation.

If payment of all or any part of the amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total amount received,"

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for purposes of calculating the attorney's fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the payments to be received thereafter. The attorney's fees will be paid out of the initial lump-sum payment. If the payment is insufficient to pay the attorney's fees in full, the balance will be paid from subsequent payments of the recovery before any distribution to Client.

Client is informed that this Attorney's fee is not set by law but rather is negotiable between the Attorney and the Client.

If there is no net recovery, Attorney will receive no attorney's fees.

5. DIVISION OF ATTORNEY'S FEES.

Attorney will divide the attorney's fees received for the legal services provided under this agreement with no other attorney at this time. Client is informed that, under the Rules of Professional Conduct of the State Bar of Georgia, such a division may be made only with the Client's written consent after a full disclosure to the Client in writing that a division of fees will be made and of the terms of such division. Client will be notified if such a division is necessary and the Attorney will seek Client's express consent to the division prior to exercising such division.

6. ATTORNEY'S STAFF AND ALTERNATE REPRESENTATION.

Attorney may assign all or any portion of the work to be performed to an associate or to other attorneys in the firm, and may use paralegals or others working under my attorney's supervision. In the event of my attorney's death, disability, impairment, or incapacity, I agree that another attorney appointed by my attorney can protect my rights and help close my attorney's practice.

7. COSTS.

Attorney will advance all "costs" in connection with Attorney's representation of Client under this agreement. Attorney will be reimbursed out of the recovery before any distribution of

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fees to Attorney or any distribution to Client. If there is no recovery, or the recovery is insufficient to reimburse Attorney in full for costs advanced, Attorney will bear the loss. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered costs, and that must be paid by Client without being either advanced or contributed to by Attorney, include, but are not limited to, Client's medical expenses and other parties' costs, if any, that Client is ultimately required to pay.

8. REPRESENTATION OF ADVERSE INTERESTS.

Client is informed that the Rules of Professional Conduct of the State Bar of Georgia require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

9. SETTLEMENT.

Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.

10. ATTORNEY'S LIEN.

Attorney will have a lien for Attorney's fees and costs advanced on all claims and causes of action that are the subject of his representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).

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11. DISCHARGE OF ATTORNEY.

Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney out of the recovery a reasonable attorney's fee for all services provided and to reimburse Attorney out of the recovery for all costs advanced. If there is no recovery, or the recovery is insufficient to reimburse Attorney in full for costs advanced, Attorney will bear the loss. Attorney may execute a lien as provided for in paragraph 10. above.

12. WITHDRAWAL OF ATTORNEY.

Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of Georgia. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The client consents, and (b) the client's conduct renders it unreasonably difficult for the attorney to carry out the employment effectively. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney out of the recovery a reasonable attorney's fee for all services provided, and to reimburse Attorney out of the recovery for all costs advanced, before the withdrawal. If there is no recovery, or the recovery is insufficient to reimburse Attorney in full for costs advanced, Attorney will bear the loss. Attorney may execute a lien as provided for in paragraph 10. above.

13. RELEASE OF CLIENT'S PAPERS AND PROPERTY.

At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

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14. DISCLAIMER OF GUARANTY.

Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

15. ENTIRE AGREEMENT.

This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

16. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

17. MODIFICATION BY SUBSEQUENT AGREEMENT.

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

18. ARBITRATION OF FEE DISPUTE.

If a dispute arises between Attorney and Client regarding attorney's fees under this agreement and Attorney files suit in any court other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute, in which event Attorney must submit the matter to such arbitration.

19. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.

The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

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20. EFFECTIVE DATE OF AGREEMENT.

The effective date of this agreement will be the date when, having been executed by Client, one copy of the agreement is received by Attorney.

The foregoing is agreed to by:

Date: _____

Client: _____

Date: _____

Attorney: _____

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Attorney's Initials _____

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