

# PROPERTY DAMAGE CONTINGENT FEE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_, the undersigned, (hereinafter "Client") and Law Office of \_\_\_\_\_. (hereinafter referred to as "Attorney").

## WITNESSETH:

WHEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

1. Client has sought the legal advice and services of Attorney and Attorney agrees to act as legal counsel and representative for client for the purpose of prosecuting Client's claim for losses in property damage which occurred on or about \_\_\_\_\_.
2. COMPENSATION  
Client in turn agrees to compensate Attorney as follows:
  - a. Attorney shall receive thirty-three and a third (**33 1/3**) percent of any recovery, settlement, settlement offer, award or judgment above \$\_\_\_\_\_, unless a lawsuit is filed;
  - b. If a lawsuit is filed then Attorney shall receive forty (**40**) percent of any recovery, settlement, settlement offer, award or judgment above \$\_\_\_\_\_;
  - c. If no recovery, settlement, settlement offer, award or judgment is received, Attorney shall receive nothing;
  - d. If Attorney's fees are awarded to be paid by the defendant/debtor pursuant to O.C.G.A. §§ 33-4-6, 33-4-7, or any other section, such shall be calculated at a billable hourly rate of \$ \_\_\_\_\_ per hour.
3. EXPENSES  
Client shall be responsible for all costs and expenses associated with the furtherance of Client's cause of action. **HOWEVER, IF THERE IS NO RECOVERY, CLIENT OWES ATTORNEY NOTHING.**

These costs and expenses to be borne by Client include, but are not limited to, costs of court, investigation and research, medical records, medical care and examinations, expert witnesses that may be required, and extraordinary administrative expenses, such as photocopying, and depositions. Client agrees that Attorney may charge a reasonable flat fee of \$\_\_ for administrative case expenses.

4. DISBURSEMENT OF RECOVERY  
Any recovery shall be received by Attorney and disbursed to Client pursuant to this Agreement. To accomplish this, the undersigned hereby grants Attorney a Limited Financial Power of Attorney pursuant to O.C.G.A. § 10-6-141.

5. ATTORNEY'S LIEN

Attorney shall have a general lien upon client's cause of action and any recovery, settlement, settlement offer or judgment concerning the above-referenced matter and shall release that lien when and not until Client has paid fees and all expenses as outlined above. In the event that a party should elect to withdraw, the parties agree that Attorney shall provide to Client any fruits of investigation, research into the facts, circumstances and law pertaining to the incident aforementioned and that Client, no longer party to this Agreement, shall pay Attorney either (1) fees at an hourly rate for the time Attorney has spent on Client's cause of action plus expenses, or (2) contingency compensation in accordance with paragraph 2 above plus expenses, whichever is greater.

6. ARBITRATION

Should any fee dispute arise between Client and Attorney, both parties mutually agree that such dispute shall be subject to binding arbitration pursuant to any Georgia State Bar Association arbitration program.

7. LEGAL TEAM APPROACH

Attorney may associate other attorneys to work on the case, however, the addition of attorneys to the legal team representing Client will not increase the amount of attorney fees agreed to herein.

8. CLIENT'S RESPONSIBILITIES

Client agrees to keep Attorney advised of Client's whereabouts at all times and to cooperate in preparation and trial of the case, to appear on reasonable notice for depositions and other court appearances and to comply with all reasonable requests made in conjunction with the preparation and preservation of this case.

9. NO PROMISES OR GUARANTEES

Attorney herein has made no representation as to what amount, if any, Client may be entitled to recover in this case.

10. ENTIRE AGREEMENT

This Writing constitutes the entire agreement between the parties and may only be amended in writing signed by the parties to this Agreement and appended hereto.

11. LAWS

The laws of the State of Georgia shall govern this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

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CLIENT'S SIGNATURE

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LAW OFFICE OF