

CONTINGENT FEE CONTRACT

(Addendum To Retainer Agreement)

DATE: \_\_\_\_\_

\_\_\_\_\_ (Attorney)

\_\_\_\_\_ (Client)

In consideration of the acceptance by \_\_\_\_\_ of the case referred to in the Retainer Agreement signed by the parties today on a contingent fee basis, it is agreed that this Addendum shall form a part of the said Retainer Agreement and be incorporated therein as if it were fully set forth in that agreement.

In the event that the Client at any point desires to change attorneys or otherwise requires \_\_\_\_\_ to withdraw from the case, \_\_\_\_\_ shall be entitled to fees from the Client on the percentage basis set forth in the attached Retainer Agreement based upon any settlement offered by the opposing party prior to the date of withdrawal; or, if no settlement offer has been made, on an hourly basis. The Client particularly directs \_\_\_\_\_ not to withdraw from this matter unless he has been paid the larger of the two possible fees or arrangements for the said payment has been made to his satisfaction.

The Client has the ultimate right to decide whether or not an offer of settlement is satisfactory. It is agreed that one of the reasons that the Client has retained \_\_\_\_\_ is that he believes that the background and experience of \_\_\_\_\_ puts him in the position of correctly advising the client. It is therefore agreed that if at any time the Client and \_\_\_\_\_ cannot agree as to the settlement of the case, then and in that event, \_\_\_\_\_ may withdraw from the case and will be paid his fees to the date of withdrawal as is provided above. Those fees shall be a lien on the case and any party at interest may be so informed.

\_\_\_\_\_

CLIENT(S)

\_\_\_\_\_  
(Attorney)