

**SAMPLE RETAINER AGREEMENT\***

The undersigned, \_\_\_\_\_, hereby retains [NAME OF FIRM] to prosecute or adjust a claim for damages arising from personal injuries sustained by the undersigned on \_\_\_\_\_, and gives them the exclusive right to take all legal steps to enforce the said claims and agrees not to settle this action in any manner without their written consent.

In consideration of the services rendered and to be rendered by them, the undersigned hereby agrees to pay them, and they are authorized to retain out of the monies that may come into their hands, whether recovered by suit, settlement or otherwise:

**One-third (1/3) of the gross recovery for bodily injury claims.**

Subject however to court order in infant or death actions or application to the Court for greater compensation in the event extraordinary services are required.

Percentages shall be computed on the net gross sums recovered after deducting taxable costs and disbursements, including expenses for investigative-witness fees, or other services chargeable to the claim or prosecution of the action. [NAME OF FIRM] retains the sole right to take their attorney's fee in cash at the time of settlement or in deferred payments, regardless of the manner in which the Client's recovery is paid

The costs and expenses required in prosecuting the case may be either advanced by the client or by the Firm. The client may choose either option. If the client elects to advance the money for costs and expenses, the client must pay each cost and expense as it is incurred. If the client elects to have the Firm advance the money for costs and expenses, the money may be borrowed by the Firm, from a third party lender and said client will be notified of the interest rate and is entitled to receive statements. At the conclusion of the case, all such monies, including principal, interest and costs related to such advances shall be reimbursed to the law firm by the client.

\_\_\_\_\_ I elect to advance the money for the costs and expenses. I want to be billed for each disbursement incurred.

\_\_\_\_\_ I elect to have [NAME OF FIRM] advance the money for costs and expenses. I do not want to be billed for each disbursement as incurred and understand I am entitled to statements. I agree to reimburse the law firm for all principal, interest and costs related to such advances at the conclusion of my case.

Liens or assignments or claims for hospital or medical care by doctors or of self-insurers or insured carriers shall not be deducted in computing the percentages and shall be chargeable to the client and client shall pay for all expert witness fees necessary for testifying at trial at the time the expert witness requests his or her fees.

It is understood that in the event any appeal is necessary from any Order of Judgment that may be filed in this matter, then the undersigned shall be liable in advance for all costs of the appeal, and if the undersigned retains a new attorney to process the appeal, or substitutes [NAME OF FIRM], then [NAME OF FIRM] shall nonetheless be entitled to no less than a one-third lien of the net legal fees of any recovery in this matter plus all costs and disbursements incurred.

Dated: NEW YORK, NEW YORK  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_(L.S.)

\* This sample retainer language is provided as a courtesy only and Esquire Bank makes no representations or warranties of any kind regarding such language or the permissibility of an attorney passing interest costs on to his or her client. Esquire Bank makes no representation or warranty that such language is permissible or effective in any particular jurisdiction. Provision of this sample language does not constitute advice on legal or attorney ethical issues. In no event shall Esquire Bank have any liability to any person or entity for such person or entity's use of, or reliance on, all or some of the sample language.