

CONTINGENT FEE AGREEMENT FOR LEGAL SERVICES DATE LAST REVISED:
08/29/95

THIS AGREEMENT is entered in this DAY OF , 199 , by and between {LAW FIRM}, attorneys at law, {address} (hereinafter referred to as "ATTORNEYS") and (hereinafter referred to as "CLIENT").

1. ATTORNEYS shall represent CLIENT to assert a claim for damages against _____ arising out of an occurrence on or about _____ in which CLIENT was injured or claims to have sustained injury and damage.
2. ATTORNEYS shall perform all reasonable, necessary and usual services in matters of this kind including investigation of facts, gathering of evidence, and preparation of exhibits, interviewing witnesses, compiling records of expenses, and negotiations with the adversary's insurance carrier or other representatives.
3. If a settlement is not effected which is satisfactory to CLIENT, ATTORNEYS agree to (specify: initiate alternative dispute resolution proceedings, arbitration or bring an action against) to attain the benefits provided by judicial oversight of the claim. In this connection, ATTORNEYS will file all necessary court papers, attend pretrial conferences and status conferences, prepare appropriate interrogatories, requests for admissions, and requests for documents, attend and take appropriate depositions, and continue the settlement negotiations. If a settlement satisfactory to CLIENT cannot be attained, ATTORNEYS agree to try the case in the trial court unless permitted to withdraw pursuant to DR 2-110(C) of the Code of Professional Responsibility.
4. If a judgment in favor of CLIENT is obtained in the trial court and the adversary appeals, ATTORNEYS shall provide all appropriate services in resistance to the appeal, including review of the trial court's record, preparation of appropriate briefs, and oral argument in the reviewing courts.
5. If trial of the case should result in a judgment which is adverse to CLIENT, ATTORNEYS shall not be obligated to appeal. They shall advise CLIENT of the opinion concerning the advisability of appeal and may undertake to provide services as appellate counsel under a new, separate and distinct contract for services.
6. The fee of ATTORNEYS shall be contingent upon the result which they obtain. There shall be no obligation by CLIENT to pay ATTORNEYS any fee if nothing is recovered from the adversary. However, the CLIENT is responsible for all expenses incurred in the prosecution of the claim. Although ATTORNEYS may advance the payment of such expenses, CLIENT must reimburse ATTORNEYS, and if payment therefore occurs upon settlement, such expenses shall be paid out of CLIENT's portion of the settlement proceeds.
7. The fee of ATTORNEYS shall be _____ percent of the gross amount recovered, if settlement is achieved without the necessity of filing suit; _____ percent of the gross

settlement or judgment if it is necessary to file suit; and _____ percent of the ultimate gross settlement or judgment following trial and any appeal undertaken by the adversary.

8. In the event of discharge by CLIENT, and in the event CLIENT subsequently recovers money or other property as a result of this action, CLIENT shall be indebted to Attorney for ATTORNEY fees based upon value in the Columbus, Ohio market, as well as expenses advanced by ATTORNEY per paragraph 6.

It is the intent of this agreement that it comply with the Code of Professional Responsibility as interpreted by the Courts of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Columbus, Ohio on the day and year first above written.

CLIENT: _____

{LAW FIRM} _____

By: _____