

**NEW HAMPSHIRE
CONTINGENT FEE AGREEMENT**

I, _____, hereby employ and appoint _____ my attorney(s) to represent me in my possible cause of action against _____ and other possible defendants, which cause of action arises out of _____, which occurred on or about _____ in _____.

I agree to pay my attorneys a contingency fee of _____ percent (____%) of any sums obtained or recovered by suit, settlement, or otherwise in this matter. This contingent fee shall be calculated on the gross amount of any recovery -- that is, prior to any reduction for costs, expenses, liens, medical bills, and other claims.

I further authorize _____ to incur reasonable expenses in connection with the prosecution or settlement of said case and agree to reimburse _____ in the amount of the actual expenses so incurred to the extent that any recovery is had by way of settlement, verdict, or judgment. To the extent that no recovery is had, the expenses advanced shall be reimbursed to _____.

I agree to pay for costs incurred and out-of-pocket disbursements made by the attorney, including, but not limited to, filing fees, witness fees, travel (at a rate of _____), sheriff's fees, expenses of depositions, investigative expenses, expert witness fees, charges for photocopies (at a rate of _____), charges for facsimiles (at a rate of _____), and

telephone, and other incidental expenses. The attorney agrees to obtain the client's approval before incurring any single cost or disbursement in excess of \$_____, and incurring total costs in excess of \$_____.

In the event that a "structured settlement" is reached, the attorneys' fees shall be computed on the basis of the present value of the structured settlement at the time of settlement. The attorneys' fees, computed on the basis of "present value," shall be paid at the time of any settlement. Attorneys will make no compromise or settlement in this matter without client's approval. Client will be notified whenever an offer of settlement or compromise is received, along with the attorney's recommendation. Likewise, client agrees to make no compromise or settlement in this matter without first notifying the attorney. Client understands that a consent to settlement orally given by the client to the attorney, and which the attorney orally communicates to the opposing side, will bind the client to the settlement even though formal settlement documents have not been signed by the client.

Attorneys may terminate representation of the client for any just reason as permitted or required under the Rules of Professional Conduct or as permitted by the Rules of Court of the State of New Hampshire.

In the event of termination of representation, the attorneys shall be paid a fee equal to the reasonable value of the attorneys' services prior to such termination of attorneys, which shall be determined as follows:

1. If the parties had reached an agreed-to settlement, then the contingent fee agreed to herein;
2. If the opposing parties have offered settlement in amounts not yet accepted by the client, then the contingent fee on the offered settlement, even if the final settlement or verdict amount is less;
3. If no settlement offer has been made, the attorneys will bill the client for all services rendered at hourly rates described herein.

The client agrees that, if termination occurs and this matter ultimately results in recovery, the attorney shall have a lien on the recovery to secure payment at the time of disbursement of the proceeds. In the event of a dispute, client agrees to escrow funds sufficient to satisfy the attorneys' claim.

I agreed to this Contingent Fee Agreement after having been advised by _____ of my right under RSA 508:12 to retain them under an agreement whereby my attorneys would be compensated on an hourly basis computed at the rate of _____ (\$ _____) dollars per hour for services provided by _____ attorneys, and _____ (\$ _____) dollars per hour for the services provided by paralegals.

I have read the above Agreement with inserted provisions before signing it.

Signed this _____ day of _____, 200__.

Witness

Client

We hereby agree to assume professional responsibility in the above action entrusted to us and to make no settlement without the consent of our client(s).

Attorneys