

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT dated, _____ is made

BETWEEN the client(s)

whose address is
referred to as "You",

AND the law firm

whose address is
referred to as the "Law Firm",

1. Your Injury or Damages. You have been injured or suffered damages as a result of the incident, which took place on:

You agree that the Law Firm will make a claim on your behalf against those who you feel are responsible for your injuries or damages. You feel those who are responsible are:

2. Legal Services. The Law Firm will protect your legal rights and do all necessary legal work to properly represent you in this matter.

3. Costs and Expenses. In addition to legal fees, you may be required to pay for expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, expert's fees and expenses for other testimony or evidence, court costs, accountants' fees, appraisers' fees, service fees, investigators' fees, deposition costs, costs of briefs, transcripts on appeal and extraordinary photocopying, long-distance telephone and postage expenses. You will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying and postage costs and expenses associated with legal research.

4. Legal Fees. If the Law Firm recovers money for you, which is greater than your costs and expenses (see paragraph 3), you will pay the Law Firm a legal fee. The fee will be based on a percentage of the net recovery. Net recovery is the total recovered on your behalf, minus your costs and expenses, and minus any interest in a judgment pursuant to R 1:21-7. The fee will be as follows:

33 1/3 % on the first \$500,000 net recovery;

Fees on net recoveries exceeding \$2,000,000.00 will be determined by the court.

5. Reduced Fees For Infants or Incompetents. (Check one)

- This Agreement is not signed on behalf of an infant or incompetent.
- The legal fees will be reduced to 25% of the net recovery if this matter is settled without trial.

6. Alternative Fee Plan. The law firm has offered to represent you and charge you legal fees which you will be required to pay even if you receive no money. You have rejected this and have, instead, agreed to pay the contingent fees, as set forth in this Agreement.

7. Increased Legal Fees. The Law Firm may ask that the court require you to pay a greater legal fee, if the agreed upon fee is too low in light of the time and effort which the Law Firm exerts on your behalf. The Court would then decide whether or not to increase the legal fees.

8. Verbal Threshold. A limitation may exist on your ability to bring your case. If you have elected to have the lawsuit limitation option or a member of your household has elected that option you may not be able to proceed with your lawsuit. That is if your injuries do not overcome the minimum injuries required by law to sue the Law Firm will not file a complaint on your behalf at the Law Firm's sole discretion.

In reviewing the applicable automobile insurance documents, the Law Firm has determined that I may be subject to the "verbal/law suit threshold" law. Additionally, it may be determined that I have or the other vehicle involved in the accident has the basic insurance policy. Although the firm has agreed to undertake the handling of my claim, they have done so with understanding that if they determine that my injuries fail to meet the criteria established to meet the verbal/law suit threshold or it appears to the firm in its sole opinion, that it is not economically feasible to proceed with the claim, then the firm will no longer represent me in connection with my auto accident.

The contents of this agreement have been fully explained to me and I understand and agree to these terms.

9. Signatures. You have read this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a signed copy of this Agreement.
