

# RETAINER AGREEMENT

(For use in New York personal injury)

To: : **THE DURST LAW FIRM, P.C.**

The Undersigned ["Client"] hereby retains you ["Attorney"] to prosecute or adjust a claim for personal injuries arising from injuries arising from an accident which occurred on or about \_\_\_\_\_ You are also hereby retained to prosecute or adjust a claim for: [check if appropriate]

[ ] loss of services by \_\_\_\_\_  
[ ] property damage to \_\_\_\_\_;

In consideration of the services rendered and to be rendered by you, the Undersigned hereby agrees to pay you, and you are authorized to retain, from any recovery, whether by judgment, settlement or otherwise, the following sum:

**Thirty-three and one-third percent (33 1/3%) of the net sum recovered.**

**In the event there is no recovery, there is no attorney's fee.**

Such percentage shall be computed on the net sum recovered after deducting from the amount recovered, expenses and disbursements for expert testimony and investigative or other services properly chargeable to the enforcement of the claim or prosecution of the action. In computing the fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered. For the following or similar items there shall be no deduction in computing such percentages: liens, assignments or claims in favor of hospitals, for medical care and treatment by doctor and nurses, or self-insurers or insurance carriers. All unpaid medical expenses of the Client or injured party in connection with this claim, will remain the responsibility of Client to pay. If any portion of the total sum recovered is to be paid separately in the future, the present cost, if known, or otherwise the present cash value of the total sum recovered shall be used to compute the Attorney fees.

Associate counsel may be employed at the discretion and expense of Attorney, so that there shall be no change or increase in the fee charged to Client in this matter.

Client hereby gives Attorney the exclusive right to take all legal steps to enforce the claim. Client agrees that the employment of Attorney in this matter shall not be terminated without the prior payment of counsel fees for professional services rendered or a lien therefore and payment of expenses advanced.

The Undersigned hereby grants Power of Attorney to Attorney to execute written authorizations for medical information, employment information, and other information required under the Rules of the Court to be provided to medical providers, other parties or

insurance companies in order to process said claim for injuries. This Power of Attorney can be revoked at any time upon written notice from the Undersigned.

Client understands that if upon investigation Attorney determines not to proceed as Attorney with an action, it may withdraw as counsel. Client acknowledges that no one from the office of Attorney has made any guarantee as to the outcome of the case.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

