

THIS CONTINGENCY FEE AGREEMENT made this [*date*] day of [*month*], [*year*]

BETWEEN:

John Smith
123 First Street
Nowhere, NS, BON 2TO

(hereinafter called the "Client")

and

[*your name*]
[*your address*]

(hereinafter called the "lawyer")

WHEREAS the Client wishes to retain the Solicitor on the basis of this Contingency Fee Agreement ("Agreement") and the Lawyer agrees to act on the Client's behalf in respect of the matters and on the terms specified in this Agreement;

AND WHEREAS the issue of fault or liability or degree of fault or liability of the named third party has yet to be established and the degree or quantum of the Client's recovery (if any) is, at this point, an unknown factor;

AND WHEREAS the Client has been advised of the costs, benefits and risks of litigation of the type referred to herein and wishes to enter into an agreement with the Lawyer for the payment of legal fees upon the contingency of the successful outcome of the Client's claim;

NOW THEREFORE WITNESSETH that the Client and Lawyer agree as follows:

1. In this Agreement

- i) Lawyer includes the firm of the Lawyer;
- ii) Compensation means the total amount of money and other compensation received by the Client or received by the Lawyer on behalf of the Client for the Client's claim, whether realized or received as a result of settlement, negotiation, mediation, arbitration, litigation or otherwise and shall include any amount awarded or otherwise designated as interest, costs and HST (and payments under "Section B" of the Standard Automotive Insurance Policy, if the Lawyer was involved in recovering these payments from the Client's

Insurer) but does not include disbursements that are recovered. In a structured settlement, compensation means the capital sum structured plus any amount paid as a lump sum at the time of settlement, excluding disbursements recovered.

iii) Disbursements mean the reasonable and proper out-of-pocket expense incurred by the Lawyer in pursuing the Client's claim. (These include, but are not limited to court filing fees, discovery expenses, witness fees, expert fees, courier expenses, service costs and fees for medical reports and files). Harmonized Sales Tax (HST) may be added to some disbursements in accordance with the governing legislation.

2. The Client agrees that in the event that his claims or the contemplated legal action is resolved by way of settlement or completion of trial, the Lawyer shall be entitled to the payment of legal fees for his professional services **in** the amount of Twenty-Five Per Cent (25%) of all amounts recovered on behalf of the Client, including interest and costs. The Client further agrees to pay the Lawyer for disbursements incurred by the Lawyer **in** pursuing the Client's claim. The Client understands that there will be HST charged on both legal fees and disbursements.
3. The Client retains the Lawyer and his/her firm to pursue a claim for compensation with respect to damages sustained as a result of a motor vehicle accident on January 1, 2011. Services may be performed for the Client by other lawyers or employees of the firm as appropriate.
4. The contingency upon which the Lawyer's compensation is to be paid is the successful settlement or adjudication of the Client's claim. If the Client's claim is not successfully settled or adjudicated, there will be no compensation paid to the Lawyer. Regardless of whether the claim is successfully settled or adjudicated, the Client shall be responsible for all Disbursements incurred by the Solicitor.

5. It is understood by the Client and the Lawyer that no offer of settlement shall be binding upon the Client unless specifically accepted by the Client.
6. In the event that the Lawyer obtains an offer of settlement for the Client which the Lawyer recommends, in writing, be accepted by the Client, and the Client rejects the Lawyer's recommendation and instructs the Lawyer to continue further settlement negotiations and/or proceed to trial, the Client understands that the Lawyer may withdraw from representation and terminate the retainer. In any event, should the Lawyer proceed as instructed and the result is Compensation of an amount less than the offer of settlement initially recommended by the Lawyer, the parties agree that the fee to be paid to the Lawyer pursuant to paragraph (2) hereof shall be based on the amount of the settlement offer which the Lawyer recommended be accepted.
7. In the event that the Client terminates this retainer or the Lawyer terminates the retainer for a reasonable cause, the Lawyer shall be entitled to reasonable legal fees for the services rendered to the date of such termination together with reimbursement of Disbursements made by the Lawyer to date. For the purposes of this paragraph "reasonable legal fees" will be calculated based upon the number of hours of work performed for the Client at the hourly rate of the Lawyer, which is \$300.00 per hour and the applicable hourly rates then charged by other members or employees of the Lawyer's firm. HST will be added to the Lawyer's legal fees and shall be paid by the Client.
8. The Client is responsible to pay any costs awarded against the Client.
9. This Agreement does not cover any appeal, by the Client or by any party, in the proposed action.
10. This Agreement at any time after its making until the expiry of six (6) months from the date on which the Lawyer has received any part of the fee payable hereunder, may be reviewed by a taxing officer at the Client's request, and at the instance of

the taxing officer or the Client may be further reviewed by the Court, and either the taxing officer or the Court may vary, modify or disallow this Agreement.

11. The Client acknowledges that the Lawyer has advised the Client that the content and form of this Agreement may be reviewed by another lawyer on the Client's behalf. The Client further acknowledges that the provisions of this Contingency Fee Agreement have been explained by the Lawyer and the Client understands the terms of this Agreement.

12. This Agreement is binding on the heirs, executors, administrators, successors, assigns and guarantors of each of the parties.

DATED this *[date]* day of *[month]*, A.D., *[year]* at *[city/town]*, Nova Scotia.

SIGNED, SEALED AND DELIVERED)

in the presence of)

_____)

Client

_____)

Lawyer

I acknowledge receipt of this Contingency Fee Agreement on the *[date]* day of *[month]*, *[year]*.

Client