

AUTHORITY TO REPRESENT

I/We, the undersigned client, do hereby retain and employ the firm of SMITH & VANTURE, LLC, as my attorneys to represent me in my claim for damages against _____ or any other person, firm or corporation liable therefore, resulting from an accident/incident that occurred on _____.

I HEREBY agree to pay for the cost of investigation, medical records specialists, all out-of-pocket expenses, including but not limited to long distance telephone, postage, xerox, mileage, tolls, and parking incurred by my attorneys in the prosecution of my case, and, should it be necessary to institute suit, the court costs. In the event that SMITH & VANTURE, LLC, chooses to utilize the services of an in-house investigator or paralegal for investigation, I hereby agree to pay SMITH & VANTURE, LLC, at the rate of \$35.00 per hour for same. As compensation for their services, I agree to pay my said attorneys, from the proceeds of gross recovery. Without prior court approval as specified below, any contingent fee, which exceeds the following standards, shall be clearly excessive:

33 1/3% of any recovery up to \$1 million through the time of filing of an answer or the demand for appointment of arbitrators

40% of any recovery up to \$1 million through the trial of the case;

30% of any recovery between \$1-2 million;

20% of any recovery in excess of \$2 million;

If a defendant admits liability at the time of filing an answer and requests a trial only on damages:

33 1/3% of any recovery up to \$1 million from that defendant through trial;

20% of any recovery from that defendant between \$1-2 million;

15% of any recovery from that defendant in excess of \$2 million;

5% of any recovery if an appeal is necessary. Such 5% may be in addition to the fee limitations stated above.

PLUS ALL FLORIDA STATE SALES TAX APPLICABLE AT THE TIME OF DISBURSEMENT.

It is agreed and understood that this employment is upon a contingent fee basis and, if no recovery is made, I will not be indebted to my said attorneys for any sum whatsoever. I further agree that my attorney is hereby authorized to engage additional counsel on my behalf in this case with the understanding that no additional fees will be charged against me. It is further agreed and understood that the attorney has the right to cancel this contract after conducting an investigation, by notifying the client in writing. I further give my counsel right to institute suit at his discretion.

In the event of a structured settlement or verdict, the contingent fee percentage shall only be calculated on the cost of a structured verdict or settlement, or if the cost is unknown, on the present money value of the structured verdict or settlement, whichever is less.

I/We further agree to keep SMITH & VANTURE, LLC, informed of my/our whereabouts, and to continually inform them of my/our current mailing address. I/We understand that if I/we become unavailable, and SMITH & VANTURE, LLC, cannot locate me/us for a period of six (6) months, this will mean that I/we am/are no longer interested in pursuing my/our case, and SMITH & VANTURE, LLC, may withdraw from representation and close my/our file.

It is understood and agreed that neither party shall settle any claims arising out of this incident without first having obtained the consent thereto of the other.

It is understood that I/we remain fully responsible for all court costs, and other out-of-pocket expenses incurred by you in the investigation and prosecution of my claim. Costs shall include, but not be limited to, expenditures for filing fees, subpoenas, depositions, witness fees, investigation, expert witnesses, medical records and reports, photographs, photocopying, long distance telephone, postage, travel, parking, and all costs necessary for proper performance of legal service.

It is further understood that in the event that litigation is instituted and it is unsuccessful as to any party, I/we may be responsible to such party for taxable court costs.

It is understood that any payment to you for professional services is entirely contingent upon your making recovery for me/us or on my/our behalf of money or property.

In certain instances, attorney's fees are awarded by the Court and charged against an opposing party. In such event, I/we agree that your compensation for services rendered (except for appeals) shall be the larger of the amount awarded by the Court and actually collected from an opposing party or the percentage rates as set forth above. I/We agree to allow you as my attorney to collect any attorney's fees that maybe awarded by the Court and charged against the opposing party based on double your prevailing hourly rates in effect at the time the service is rendered.

I further agree that from the proceeds of any such recovery, whether by settlement, judgment or otherwise, you may deduct the attorneys fees to which you are entitled, and all costs and expenses which remain unpaid, and further I agree that you may deduct the amount of all unpaid bills for doctors, hospital and related items, making disbursement of such funds directly to the doctor or hospital concerned.

I/We further understand that the referring lawyer agrees to assume the same legal responsibility to me/us for the performance of the services as SMITH & VANTURE, LLC, and that he/they will follow the course of my/our case with them, and that he/they will be available at all times for consultation in this matter. I/We do, therefore, acknowledge and consent to the division of fee in my/our case as set forth above.

If the client elects to terminate this Agreement, the client shall immediately pay all costs, and expenses incurred by the attorney, and in addition, shall pay the attorney the reasonable value of services performed to date, or the appropriate percentage of the last settlement offer, whichever is greater.

This agreement is only for services rendered on behalf of the client in this claim. The attorneys may charge reasonable fee for the collection of policy benefits, defense of counterclaims, filing of estates or guardianships, PIP suits, or for any other legal matter.

I understand that this contract may be canceled by written notification by me to you at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled by me, I shall not be obligated to pay you any fees for the work performed during that time. If you have advanced funds to others in representation of me, you will be entitled to be reimbursed for such amounts as they have reasonably been advanced on my behalf.

The undersigned client has, before signing this contract, received and read the Statement of Clients' Rights, and understands each of the rights set forth herein. The undersigned client has signed this statement and received a signed copy to keep to refer to while being represented by the undersigned attorney(s).

DATED at _____, Florida, this ____ day of _____, 20____.

(Client's Signature)

(Client's Signature)

The above employment is hereby accepted upon the terms stated herein.

SMITH & VANTURE, LLC
360 Columbia Drive, Suite 102
West Palm Beach, FL 33409
Tel: 561/684-6330
Fax: 561/688-0630

BY: _____
BRIAN W. SMITH, ESQ.