



Weisser Elazar & Kantor, PLLC
ATTORNEYS AT LAW

**CONTINGENCY FEE RETAINER AGREEMENT
& AUTHORITY TO REPRESENT**

The undersigned (“Client”) hereby employs **WEISSER ELAZAR & KANTOR, PLLC** (“Attorney” or “Firm”), to represent Client in claim(s) for contractual rights against Client’s insurance company for any and all damages, including any bad faith damages, against Client’s insurer, as follows:

ATTORNEYS’ FEES-CONTINGENT ON RECOVERY

This employment is on a contingent basis. **If no recovery is made for, or on behalf of Client, the client shall not pay attorneys’ fees** for any of the professional services rendered in reference to this matter by the Attorney. From the gross proceeds of any recovery, the Attorney shall be entitled to receive the following legal fees for the services set forth below:

a. Pre-suit Proceedings:

If the Firm resolves, settles, or obtains appraisal on a claim on behalf of the Client prior to the filing of a lawsuit, the Firm is entitled to 10% of the net insurance proceeds. Any expenses incurred on behalf of Client shall be deducted from the gross proceeds prior to any attorneys’ fees deduction. The proceeds will be disbursed subsequent to Client’s signing of a Closing Statement reflecting the amount awarded and the distribution of proceeds. **THERE ARE NO UPFRONT FEES.**

b. Litigated Actions

Client hereby authorizes Attorney to file suit against Client's insurance carrier or other responsible party should they deny, reject, or underpay Client's claim. If the payment of attorney's fees is required to be determined by the Court, or if settlement is achieved via negotiations with the responsible party, attorney shall be entitled to receive all of such attorney's fees, including any and all contingency risk factor multipliers awarded by the Court. If a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its expended and/or negotiated fees. **In all cases whether there is a recovery of court awarded fees or not, by contract or statute, the fee shall be thirty-three percent (33%) or the awarded amount, whichever is greater.** Pursuant to 627.428, Florida Statute, the Insurance Company is responsible to pay for the Client's attorney's fees when and if, the Client prevails against the Insurance Company. Client acknowledges that the Attorney rate is \$400.00/hour and paralegal rate is \$125.00/hour. **NO RECOVERY, NO FEE.**

c. Expenses/Costs:

In addition to the legal fees, Attorney is entitled to receive all court costs and expenses incurred, and will seek recovery of same from Client’s opponents by settlement or court award pursuant to Florida Statutes. Attorney shall advance costs on the client’s behalf at its sole discretion. These expenses or costs may include experts necessary to act or testify on Client’s behalf in order to resolve the claim.

Client shall not be responsible for the payment of any expenses or costs. If a recovery is made on the Client’s behalf via a global settlement which is inclusive of all attorney’s fees and cost, then the expenses or costs shall be deducted from the global settlement. In the event a separate award or settlement of the attorney’s fees and court costs is made, the expenses and court costs shall be deducted directly from that separate amount.



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Client acknowledges that it may be necessary to hire an estimator, loss consultant, contractor, engineer, expert(s), or other to properly process the claim, appraisal, or litigation process. Client acknowledges that it shall be obligated to pay for such services. Client acknowledges that Attorney shall engage, at Attorney's sole discretion, professionals to render services on behalf of Client. Client shall pay such professionals based on their reasonable hourly fee charge. Further, any expenses related to the insurance policy's appraisal process, including, without limitation, the Client's appraiser fees and umpire fees shall be paid by the Client. Finally, if the client has retained a public adjuster directly to represent Client on the loss, Client understands and acknowledges that Attorney must pay the public adjuster out of any insurance benefits recovered pursuant to the contract between Client and their public adjuster and authorizes and directs Attorney to do so.

CLIENT COOPERATION

Client agrees to cooperate with the Attorney's requests, to be available to the Attorney at reasonable times and places, and to keep Attorney fully advised as to current address and telephone number. It is agreed that Client further understands that these cases take many months to analyze, gather information and study. For these reasons, the Client recognizes the right of said law office to withdraw from the case and return copies of the file to the undersigned client at said law office's discretion, whenever the law office is of the opinion that the chances for success do not justify going forward.

STATEMENT OF CLIENT RIGHTS

Client represents that before signing this contract they have received and read The Statement of Client's Rights. Client affirms that they understand their rights set forth therein. Client affirms they have signed The Statement of Client's Rights and have received a copy. This contract may be canceled by written notification to the Attorney within 3 business days of signing by Client. If cancelled, Client shall not be obligated to pay any fees to Attorney for any/all work performed during that time. If Attorney has advanced funds to others in representation of the Client, Attorney is entitled to be reimbursed for all amounts advanced on behalf of Client.

EARLY TERMINATION

In the event that this contract is terminated by the client without legal cause before the agreement to settle with the insurance company is made, the Client agrees to compensate the attorney quantum meruit for all past legal services performed prior to termination. The payment will be made out of the settlement proceeds and will not be owed if no insurance proceeds are paid.

POWER OF ATTORNEY

Client authorizes the Attorney, on his/her/their/its behalf, to execute any and all documents, including pleadings, stipulations and agreements, and to retain in their name, the services of any and all accountants, expert witnesses, appraisers, contractors and investigators whom in its discretion are deemed necessary to prepare for the prosecution of the action described above. Client further authorizes attorney to pay out of the proceeds of recovery all unpaid costs and liens. Client authorizes attorney to endorse Client's signatures on any settlement check and to deposit check into Attorney's trust account.

MORTGAGE COMPANY AS ADDITIONAL PAYEE

Client understands and consents that if there is an outstanding mortgage on the subject property, the Mortgagee has a right to be a co-payee on all insurance checks for real property damages. Client will be solely responsible to obtain the Mortgagee's endorsement of such checks. The Client agrees that whether there are mortgage obligations or not, Client is held 100% responsible for WEISSER ELAZAR & KANTOR, PLLC, entire fee and costs along with any other fee(s) incurred throughout your claim resolution. If your claim is a monitored claim, the entire fee of WEISSER ELAZAR & KANTOR, PLLC is to be deducted from the first disbursement.



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ENTIRE AGREEMENT

This agreement contains the entire understanding between Client and Attorney and there are no other agreements, promises or undertakings between them except as set forth herein. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement. If at any time Client owes outstanding attorney's fees or costs to the Attorney, and the Attorney must resort to its legal remedies to collect such fees and costs, then Client agrees that the prevailing party in any such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs incurred in such litigation, including as to any appeal thereof. In such event, Client agrees that said action shall be brought in the courts of Miami Dade County, where jurisdiction will lie, exclusively.

THE UNDERSIGNED CLIENT HAS, BEFORE SIGNING THIS CONTRACT, RECEIVED AND READ THIS STATEMENT OF CLIENT'S RIGHTS, AND UNDERSTANDS EACH OF THE RIGHTS SET FORTH THEREIN. THE UNDERSIGNED CLIENT HAS SIGNED THE STATEMENT AND RECEIVED A SIGNED COPY TO KEEP TO REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY.

DATED _____

DATED _____

Client Signature 1

Client Signature 2

Printed Name 1

Printed Name 2

Client Phone Number: _____

Client Address: _____

Client Email Address: _____

Public Adjuster Name: _____ (if applicable)

The above employment is hereby accepted upon the terms stated herein. The authority to represent is not binding until it is signed by both the client(s) and a lawyer for WEISSER ELAZAR & KANTOR, PLLC. No person has authority to sign this retainer agreement on behalf of WEISSER ELAZAR & KANTOR, PLLC except for an attorney from the law office of WEISSER ELAZAR & KANTOR, PLLC.

By: _____
for WEISSER ELAZAR & KANTOR, PLLC
800 East Broward Blvd., Suite 610
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T: (954) 486-2623



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STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with 1 lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.



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8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer’s fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer’s ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

12. You, the client, acknowledge that the lawyers have made no guarantees regarding the outcome of your case.

DATED _____

DATED _____

Client Signature 1

Client Signature 2

Printed Name 1

Printed Name 2

By: _____
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