

Ohio Jurisprudence - Pleading and Practice Forms
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James A. Lowe, General Editor

Preliminary Considerations
Chapter

3. Attorneys and Clients

III. Forms

C. Attorney-Client Agreement

Summary

§ 3:35. Contract to employ attorney—With retainer

Contract To Employ Attorney

Agreement made, effective as of _____ [date], by and between _____, of _____ [address], City of _____, County of _____, State of Ohio, referred to as client, and _____, of _____ [address], City of _____, County of _____, State of Ohio, referred to as attorney.

The parties agree as follows:

Section One. Purpose of Employment

Client retains attorney to represent client as client's attorney at law in a cause of action against _____ [defendant] regarding _____ [subject of action], and empowers attorney to effect a compromise in this matter or to institute any legal action as may be advisable in attorney's judgment.

Section Two. Attorney's Fee

Client shall pay attorney for attorney's services _____ percent of the amount recovered in the above-stated matter, if settled without suit, or _____ percent of the amount recovered after suit is instituted. In addition, client shall pay to attorney on execution of this agreement a **retainer** in the sum of \$ _____. Costs and necessary disbursements in connection with attorney's representation of client as provided in this agreement are to be paid by client.

Section Three. Attorney's Lien

Attorney receives a lien on the above-stated claim or cause of action, on any sum recovered by way of settlement, and on any judgment that may be recovered, for the sum and share previously mentioned as attorney's fee. Attorney shall have general, possessory, or retaining liens, and all special or charging liens known to the common-law.

Section Four. Retention of Attorney's Fees

Attorney may retain attorney's share out of the amount finally collected by suit or settlement or judgment in full payment of attorney's services under and pursuant to this agreement.

Section Five. Associate Counsel

Attorney, in attorney's sole discretion, may employ associate counsel to assist attorney in prosecuting client's claim, at attorney's expense.

Section Six. Compensation in Event of Settlement

If client settles client's above-stated claim or cause of action without the consent of attorney, client will pay to attorney an attorney's fee computed in accordance with the terms of this agreement and based on the final recovery received by client in such a settlement.

Section Seven. Substitution of Attorney

Client shall not substitute attorneys without the consent of attorney, except for misconduct or incapacity of attorney to act. If substitution is effected in violation of this agreement, attorney shall be entitled to the full share and fee above stated.

Section Eight. Assignment of Settlement or Judge

Client expressly assigns to attorney, to the full extent of the attorney's fees as provided in this agreement, any sum realized by way of settlement of or on any judgment obtained on the above-stated claim.

Section Nine. Favorable Outcome Not Warranted

Attorney makes no warranties regarding the successful termination of the above-stated claim or cause of action. All expressions relating to this claim or cause of action are matter of attorney's opinion only.

Section Ten. Acceptance of **Retainer**

Attorney accepts the **retainer** of \$_____ on the conditions set forth in this agreement, and acknowledges receipt of this **retainer**.

Section Eleven. Governing Law

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

Section Twelve. Attorney Fees

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Section Thirteen. Power of Attorney To Execute Documents

Client gives attorney a power of attorney to execute all documents connected with the claim for the prosecution of which attorney is retained, including pleadings, contracts, commercial paper, settlement agreements, compromises and releases, verifications, dismissals, orders, and all other documents that client could properly execute.

Section Fourteen. Incorporation by Reference of Contract Documents

This agreement and _____ [*designate other documents*] comprise the entire contract between attorney and client, and these documents are attached to and, by this reference, incorporated in this agreement and are a part of this agreement.

Section Fifteen. Entire Agreement

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Section Sixteen. Modification of Agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing and signed by each party or an authorized representative of each party.

In witness of the above, each party to this agreement has executed it at _____ [*place of execution*] on the date indicated below.

[Signatures and date(s) of signing]

[Attachments]

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OH-PP § 3:35

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