

**PERSONAL INJURY
RETAINER CONTRACT**

The undersigned, as Client, hereby employs and retains DERZON & MENARD, S.C., to render legal services and prosecute for Client such actions or other proceedings as they deem proper to enforce the cause which the Client asserts against _____ and whoever else is responsible for injuries and damages sustained by the Client on the _____ day of _____, _____, as a result of _____.

Client agrees to pay DERZON & MENARD, S.C. for their services 33 1/3% of whatever total sum is collected, and in addition thereto, costs and disbursements. I give them a valid lien for said amount. If nothing is collected and recovered, the Client owes DERZON & MENARD, S.C. nothing for their services except actual costs and disbursements.

The client has been advised and understands that the attorney's fees will be shared between the law firms of DERZON & MENARD, S.C. and _____, with DERZON & MENARD, S.C. receiving _____ of the total fees and receiving _____ of the total fees.

In the event an appeal is taken or a new trial granted from a judgment, Client agrees to pay DERZON & MENARD, S.C. for their services 40% of whatever total sum is collected and in addition thereto, costs and disbursements.

I have been advised that services could be rendered on an hourly basis, but I hereby elect to be bound by the contingent fee contract.

I have been advised that at any time during the handling of my case, DERZON & MENARD, S.C., may recommend that the case not be continued for good and sufficient reasons, including, but not limited to, little or no likelihood of success on the claim's merits or a lack of available sums to satisfy the claim should it be successful. In the event they make such a recommendation to discontinue which I reject, I hereby agree that they may withdraw as my attorney in consideration of their agreement to give me due notice of their withdrawal.

I have been advised by DERZON & MENARD, S.C., that they will undertake every reasonable effort to bring my claim to a successful conclusion prior to trial. If they negotiate a settlement offer prior to trial which they recommend I accept, I have the right to reject such recommendation. If I choose to reject their recommendation, then I agree I will not object to their withdrawing as my attorney upon giving me due notice of their withdrawal. In the event DERZON & MENARD, S.C., withdraws as my attorney after I have received a settlement offer, then I give them a valid lien in the amount of their costs and disbursements to the date of withdrawal plus a fee of 33 1/3% of the amount of the settlement offer on the date of withdrawal or such lower amount as may be required by law.

This Agreement shall be binding upon the parties, their heirs, executors or assigns. The Agreement is not binding until signed by DERZON & MENARD, S.C.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 20 _____.

Client

DERZON & MENARD, S.C.

Client

By: _____