

Date:

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Personal Information	Name:	
	Client Type?	Parent Corp.:
	Business Contact:	
	Address:	
	Telephone:	Facsimile:
	Cellular:	E-mail:

Employer	Name:	
	Address:	
	Telephone:	Facsimile:
		E-mail:

Bank Reference	Name:	
	Branch:	Contact:
	Account #:	
	Address:	
	Telephone:	Facsimile:
		E-mail:

Services	Matter(s):
	The Client authorizes and retains Koskie-Helms (the "Firm") to act with respect to the above noted matter(s) and take such action as the Firm may deem advisable and the Client may instruct. The Firm will keep the Client informed about matters that arise and discuss with the Client any significant decisions the Client must make. The Firm will give the Client its best legal advice, but the Client will make the final decisions. The Client agrees to give the Firm all of the facts and will be totally honest with the Firm. The Client will give the Firm all information and documentation that are or have been in the Client's possession, power or control, relating to, and which could help the Firm in working on, the Client's matter(s). The Firm does not agree to give the Client legal advice or perform legal services relating to any matter other than that set out above.

Fees	The Firm fees will be based on a percentage of the amount of money awarded to the Client in a settlement or Court judgment. If the claim is settled prior to or during the pre-trial conference, the percentage fee will be 50% of the first \$1,000.00 of the settlement money, plus 25% of the next \$4,000.00, plus 20% of the next \$15,000.00, plus 15% of the balance above \$20,000.00. If the claim is settled subsequent to the pre-trial conference, the percentage fee will be 50% of the first \$10,000.00 of the settlement money, plus 30% of the balance of the settlement money above \$10,000.00. The client may want to go to trial even though the Firm recommends that the Client settle. If the trial judgment turns out to be less than the settlement the firm recommended, the Firm percentage fee will be based on the amount of the higher recommended settlement, not the trial judgment. The percentage fee will include a percentage of any costs awarded.
	No one lawyer will be responsible for the Client's file. From time to time, various lawyers and legal assistants in the Firm office may do some of the work.

End	The Firm can withdraw its services at any time. The Client can end the Firm's services before the matter is completed by notice in writing hand delivered to the Firm. In either case, the Client will pay the Firm's fees and expenses up until the Firm stopped acting for the Client and the Client agrees to pay the Firm's expenses and an hourly fee based on the actual time spent up to the date of ending those services. The current Firm hourly rates are \$400.00 for senior lawyers, \$300.00 for intermediate level lawyers, \$150.00 for all other lawyers and \$80.00 for legal assistants. Higher rates (time and 1/2) are charged for services initiated by the Client and performed outside normal business hours. All rates are subject to change to the rate at which the Firm provides notice--orally or in writing--to the Client.
	The Client agrees, at the option of the Firm exercised at any time at or following termination, to instead pay to the Firm the full contingency fee, if the objective is subsequently achieved and the Firm efforts were the effective cause of the same or if the Firm is in a position to complete the object and the Client does not allow the Firm to conclude same on behalf of the Client upon terms substantially the same as stated therein.

Payment

In addition to the Firm fee, the Client agrees to pay all expenses, even if the Firm cannot settle the matter(s) or loses at trial. Some of these expenses are long distance telephone calls, postage, photocopying costs, facsimile costs, laser printing costs, costs to deliver documents, court filing fees and necessary land or corporation registration charges. The Firm will regularly bill the Client for its fees and these expenses. The Firm may hire other people such as court reporters, expert witnesses, accountants and property appraisers to help with the Client matter(s). If the Firm hires such people, it may ask the Client to pay these expenses in advance or it may have the bill sent directly to the Client to pay. In addition to Firm fees and expenses, the Client agrees to pay any Goods and Services Tax ("G.S.T."), Provincial Sales Tax ("P.S.T.") and any other taxes that the Firm must charge the Client. The Client agrees that any money from a settlement or judgment, including costs, will be paid directly to the Firm in trust. The Firm will then deduct its fee, any G.S.T. and P.S.T., and any unpaid expenses, and give the Client the balance. Payment is due upon the date of the Client's receipt of the Firm's account for fees, taxes and expenses, whether such account is interim or final. Any account not paid upon receipt of same will be subject to interest at the rate of 2% per month, compounded monthly (26.8% per annum) from the date of receipt. Non-payment of an account is deemed to be grounds for immediate cessation of work and/or termination of this agreement by the Firm. All accounts and notices will be deemed to be received on the date of actual receipt by the Client, the date e-mailed or forwarded by facsimile transmission to the Client or on the second day following the date mailed to the last known address of the Client, whichever is the sooner. The Firm may apply money held on behalf of the Client to its account(s). The Client will deposit with the Firm such interim and further monies as the Firm may require on account for its services and to meet anticipated expenses in connection therewith. No work shall be done or continue and no expenses incurred until the financial deposit is received by the Firm.

Assignment

The Client hereby assigns to the Firm the proceeds of any claim(s) associated with the matters for which the Client has retained the Firm, whether recovered by the Client or on the Client's behalf, whether by way of settlement or litigation, to the extent of the indebtedness of the Client to the Firm. The Client agrees that any indebtedness of the Client to the Firm will be secured by all amounts recovered by the Client or for the Client or on the Client's behalf, whether by way of settlement or litigation and the Client will notify the Firm of the receipt of any proceeds of the aforementioned claim(s), and the Client will provide said proceeds to the Firm to the extent of indebtedness of the Client to the Firm on request. The Firm may collect, realize or otherwise deal with the assigned premises in any manner and at such time or times as may see to it advisable and without notice to the Client and any monies received by the Client in respect of the assigned premises will be received as trustee for the Firm and will be forthwith paid over to the Firm by the Client. The amounts collected or received by the Firm may be applied on account of such parts of the indebtedness and liability of the Client as the Firm seems best without prejudice to its claims upon the Client for any deficiency. The Firm may grant extensions of time and other indulgences, take and give up securities, accept compromises, grant releases and discharges and otherwise deal with the Client and others and with the assigned premises and other securities as the Firm may see fit without prejudice to the liability of the Client or to the Firm's right to hold and realize this security. The Firm will not be liable or accountable for any failure to collect, realize or obtain payment of the assigned premises or any part thereof and the Firm will not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the assigned premises or any part thereof or for the purpose of preserving any rights of the Firm, the Client or any other person in respect of the same. The Firm may charge on its own behalf and also pay the other reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with collecting, realizing and/or obtaining payment of the assigned premises or any part thereof and may add the amount of such sums to the indebtedness of the undersigned.

Miscellaneous

The Firm does not guarantee any fee estimate. As well, the Firm cannot guarantee the successful outcome of this matter. If the Client is unhappy with the outcome, the Client could have recourse to the Courts to appeal or change the result. This agreement does not cover the work that would be involved in such an appeal or effort to change. This agreement also does not cover any steps that may have to be taken to realize on any settlement or judgment. Although the Firm's fees will generally be based on the actual time spent, the total fees charged will reflect the value of the Firm's service. For example, the Firm's total fees may be higher than a simple calculation of the total hours spent. When determining what the value of the Firm's services is, the Firm will consider whether it utilized previously developed documents, it had to put aside work on other files because the Client's matter was urgent, it had to spend time outside normal business hours or the Client's case was extremely complex. The Client also acknowledges being advised by the Firm that there is always a risk the Client may well be found to be responsible to other parties for costs related to the other party's fees and expenses.

The Client may apply to the Court of Queen's Bench to tax any of the Firm's bills for fees and disbursements. Except in special circumstances, such application must be made within 30 days after the day on which the Client received the bill.

The Client consents to the Firm's collection, use or disclosure of the Client's personal information to properly advise and represent the Client. The Client acknowledges the risk to confidentiality in communications by e-mail, facsimile machine, cellular telephone and other electronic means. Despite any such risk, the Client authorizes the Firm to use such means for purposes of communication with the Client and others. **So the Firm may continue to act for the Client, the Firm may, on a periodic (usually monthly) basis, ask the Client to confirm various facts concerning its services and fees. The Client agrees that the Firm may, in its discretion, suspend performance of its services and hold the Client's files in abeyance until the Client dates, signs and returns a positive confirmation, in writing, of the said facts to the Firm. This agreement contains the whole agreement between the Client and the Firm.** It will not be changed unless the Client and the Firm both agree and sign any changes. It will legally bind anyone such as heirs and legal representatives who replace either the Client or the Firm.

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or other means of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the day of such communication by the parties so delivering such copy.

The Client and Guarantor signing below, if any, acknowledges having read and received a copy of this agreement.


Signatures

Client: 

Firm: 

Guarantee

Performance of this agreement is guaranteed. The Guarantor acknowledges joint and several liability for payment of Firm fees and expenses incurred in this matter.

Guarantor Signature: 

Address:

Telephone: **Facsimile:**

Cellular: **E-mail:**