

Law Offices of
ANTHONY J. PERAICA & ASSOCIATES, LTD.
5130 S. Archer Avenue, Chicago, Illinois 60632
(773) 735-1700 (Phone) (773) 585-3035(Fax)
www.peraica.com

RETAINER AGREEMENT

I (we) hereby agree to retain the Law Offices of Anthony J. Peraica & Associates, Ltd. to prosecute or settle all claims for personal injuries and/or property damage against _____ sustained by me (us) on or about _____, 20____, at or near _____.

In consideration for services rendered by Anthony J. Peraica & Associates, Ltd., I (we) agree to pay said attorney based upon the following:

_____ A sum equal to 33% of the gross amount recovered from the claim by settlement without suit being filed.

_____ A sum equal to 40% of the gross amount recovered from the claim in the event suit is filed.

_____ A sum equal to 50% of the gross amount recovered from the claim if a second trial or an appeal to the Appellate or Supreme Court becomes necessary.

In addition to the above fee, I (we) agree to pay all expenses incurred in the processing and settlement of the claim, including but not limited to: photographs, police reports, investigation fees, court reporter fees, doctor's medical records, postage costs, copying costs, court appearance fees and court costs (summons, filings, subpoenas, etc.).

Pursuant to my (our) responsibility for the payment of the above fees and costs, I (we) hereby agree to pay said Attorney a retainer in the amount of \$_____, which is absolutely not refundable.

Giving and granting unto said attorneys full power and authority to do and perform any and all acts and things whatsoever including drafts and releases requisite and necessary to be done in and about the claim, as fully, to all intents and purposes, as I (we) might or could do if present at the doing thereof with full power of substitution and revocation, hereby ratifying and confirming all that said Attorney shall lawfully do or cause to be done by virtue hereof.

I (we) hereby acknowledge receipt of a copy of this agreement and a copy of "Personal Injury Representation Agreement Act", 815 ILCS 640/1 ("Act"). All notices under such Act may be sent to: Anthony J. Peraica & Associates, Ltd., 5130 South Archer Ave., Chicago, IL 60632.

Dated this _____ day of _____, 20_____.

CLIENT(S):

We hereby agree to the above and agree to make no charge for services unless recovery is had in this claim except for expenses and costs, and we further agree to make no settlement without the consent of our client(s).

By: _____
Anthony J. Peraica & Associates, Ltd.

BUSINESS TRANSACTIONS

(815 ILCS 640/) Personal Injury Representation Agreement Act.

(815 ILCS 640/0.01) (from Ch. 29, par. 70)

Sec. 0.01. Short title. This Act may be cited as the Personal Injury Representation Agreement Act.

(Source: P.A. 86-1324.)

(815 ILCS 640/1) (from Ch. 29, par. 71)

Sec. 1. Any person who makes an agreement with any other person to represent him in his claim for settlement of a personal injury claim within 5 days after the occurrence which gave rise to the claim may, within a 10 day period after the occurrence elect to avoid the agreement by notifying the other person in writing of the election by registered or certified mail, return receipt requested.

The person undertaking the representation of the injured party by such an agreement must, at the time of the agreement, furnish the party with whom the agreement is made a copy of the agreement and the address to which the notice may be sent and a copy of this Act, and obtain written acknowledgement of receipt of such from the party represented. If he fails to do so, the 10 day period provided for in this Act does not commence to run until the agreement, address and a copy of this Act are furnished.

(Source: P.A. 81-1125.)