

## Claims Agent FEE AGREEMENT

This contract and agreement for veterans benefits services is entered into between the undersigned client, \_\_\_\_\_

SSN#: \_\_\_\_\_ DOB: \_\_\_\_\_

herein after referred as "Client," and Robert E. Nichols Jr., VA Accredited Claims Agent, Accreditation #: 51337, POA Code: IEN, 7230 171ST. Street. #367, Tinley Park, IL 60477, hereinafter referred to as "Agent."

My Agent and I understand that, for a fee to be payable, the Department of Veterans Affairs (DVA) must approve any fee my Agent charges or collects from me for services my Agent provides in proceedings before DVA in connection with my claim (s) benefits.

Client and Agent agree as follows:

### **Services to be Provided:**

Client retains Agent to represent Client before the Department of Veterans Affairs (DVA) and/or Board of Veterans Appeals (BVA) for award or an increase in the award of veteran benefits either by appeal, reconsideration, or by supplemental claim based on new and relevant evidence on the issues stated or inferred in that decision of denial or partial award.

Client seeks to secure all benefits reasonably stated or inferred in those decisions issued by the DVA and that the Client is entitled to receive as of the date of most recent DVA decision.

### **Contingency Fee Agreement:**

We agree that, if DVA or BVA favorably decides the claim(s), I will pay my Agent **20% of past due benefits** resulting from my claim(s).

Client directs that the DVA withhold **20% of past due benefits** payable to the client for Agent fees, however, Client acknowledges that the Client is personally responsible for payment of **20% of past due benefits** to the Agent in the event the DVA or any of its agencies or agents pay such Agent fees directly to the Client.

### **Expenses Related to Representation:**

In addition to fees discussed above, Client agrees, regardless of recovery or no recovery, that Client is responsible for and will pay for all out-of-pocket expenses incurred by Agent in connection with this Agreement.

Client agrees that these out-of-pocket expenses may include, but are not limited to, medical records, military records, court cost, photocopying at \$.20 per copy, postage, messenger and delivery services, retaining of medical and vocational experts and other reasonable expenses deemed necessary by Agent related to Client's claim.

**Client's Discharge of Agent:**

Client may discharge Agent upon written notice to Agent. If Client discharges Agent without good and adequate cause after the Agent has fully performed, substantially performed, or contributed in any way to the results finally obtained by the Client, the Client shall be liable for payment of the Agent's fees and expenses based upon the time invested by Agent in this matter at a rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour or upon other reasonable standard decided by the BVA or DVA based upon applicable law if said amount of quantum meruit Agent fees exceed any fees paid as set forth in paragraph 2 above titled "Contingency Fee Agreement".

**Settlement Offers:**

The Agent will advise the Client of all settlement offers and no dismissal or settlement of any claim or claims will be made without the consent of the Client. VA Settlements are rare.

**No Promises or Guarantees About Outcome:**

The Client has read and understands this contract and agrees that the Agent has made no promises or guarantees regarding the outcome of this matter.

**Complete Integration, Binding Upon All Parties:**

This Agreement contains the entire agreement between the Client and the Agent regarding this matter and the payment of fees and expenses. This Agreement shall not be modified except by written agreement signed by the Client and the Agent. This Agreement shall be binding upon the Client and the Agent and their respective heirs, executors, legal representatives, and successors.

**Interpretation of Agreement:**

The Client and the Agent understand that the VA Regional Office, Department of Veterans Affairs General Counsel or Board of Veterans' Appeals is vested with the authority to determine the reasonableness of this Agreement.

**Commencement of Representation:**

Actual work on behalf of Client by Agent under this Agreement will not commence until the Agent receives a copy of this Agreement signed by the Client. The effective date of this Agreement to represent shall be the date on which the Agent signs this Agreement. Agent and Client agree that this Contract will be filed with the DVA and BVA as appropriate. An original contract will be forwarded to the Client by the Agent.

**Mutual Agreement:**

We agreed that the above agreement and contract represents our complete mutual agreement.

\_\_\_\_\_  
CLIENT/VETERAN'S Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert E. Nichols Jr.

\_\_\_\_\_  
Date