

Expert Witness Professional Services and Fee Agreement

Fees:

- All work on the file, including but not limited to records organization and a one time, one hour fee for file opening, closing, scanning and record shredding. The expert's time to discuss case materials, review records, prepare a report, prepare for deposition, hearings, arbitration and/or trial, testify at deposition or trial, and portal to portal travel time **\$XXX/hr**
- A **rush fee** will apply to
 - 1) the initial work on the file when it must be completed within 3 weeks. Timing of a rush fee is calculated based on receipt of records, retainer and signed fee agreement in our office**XXX/hr**
 - 2) the work done when an expert is contacted to provide work or services within a 5 day time period**XXX/hr**

Please note the following:

- We require receipt of the retainer before work on the file begins.
- We accept payment by check, wire transfer or credit card.
- We do not accept direct payment from your client. All payments must be from the law firm.
- If you wish to retain the expert we have provided for this case for future cases, you must contact us. We will bill for the expert's services again.

Hourly fees are subject to change. Charges are based upon the prevailing fee schedule when the work is performed. YOUR COMPANY NAME does not routinely advise clients of the total number of hours spent on a file until the time of the invoice/statement.

Provision of Documents:

The retaining attorney is expected to furnish all relevant documents and materials as they are obtained and to provide all requested documents and materials as discovery rules permit. Please do not forward your only copy of the documents. Please send additional records or materials to YOUR COMPANY NAME We will send the records to the expert in a well organized manner in order to improve the expert's efficiency in his/her review. The expert will retain the records until the conclusion of the case.

Charges:

All time that is billed on an hourly basis is invoiced in quarter hour increments. This time is rounded up to the next quarter hour. The expert cannot predict or guarantee total fees. Billing will depend on the amount of time spent on the case and other expenses.

Expenses: Including, but not limited to:

- **Travel:** Automobile expenses are billed at the current IRS rate per mile plus tolls and parking charges. Airfare, train fare, lodging, etc. are to be paid by the law firm in advance.
- The expert shall bear **no** responsibility to reimburse the law firm for nonrefundable expenses,

such as airline tickets, in the event that testimony is cancelled.

- Meals are billed as incurred when time away from the expert's office exceeds 4 hours.
- **Document Reproduction and Delivery Costs (Federal Express, courier and other expenses):** As incurred.
- **Record printing and/or organization:**
Billable time will include
 1. Time taken to print file records in an organized, chronological fashion. Time and costs associated with printing records will be billed at the same rate as all other work on the file.
 2. Time taken to organize records in a concise and accurate manner (time spent on identifying missing pages, duplicate pages, etc.). This will be billed at the same rate as all other work on the file.

Retainers:

A \$X,XXX refundable retainer fee or a \$X,XXX refundable rush retainer fee, and a signed fee agreement and/or a retaining letter, are required. Our receipt of the retainer constitutes acceptance of the terms of this agreement.

Please make checks payable to *YOUR COMPANY NAME Address, City, State*. Our tax identification number is XX-XXXXXX.

Billing will be charged against the retainer. YOUR COMPANY NAME may require a second retainer from its clients for any anticipated or requested work beyond the work covered by the initial retainer fee. Once the second retainer has been almost used up, we may ask for a third retainer, etc. until the litigation has been resolved and all work is completed. YOUR COMPANY NAME reserves the right to modify the amount of the retainer or withhold submission of a report pending receipt of a requested retainer.

The publication, listing, or designations of YOUR COMPANY NAME's expert without our permission and formal retention is prohibited. Any violation will be considered retention and will result in invoicing for a **\$X,XXX nonrefundable** fee.

Invoices:

Invoices will be sent periodically to clients, and are due immediately upon receipt. Failure to make payment of invoices shall constitute a default of our agreement. Any questions pertaining to the billing must be put in writing and postmarked no more than 10 business days after the date of such billing, after which time the billing will be considered correct and payable as billed. Outstanding balances over 30 days are subject to an interest charge of 1.5% per month each month until paid.

The expert, without liability, may withhold delivery of reports, and may suspend performance of his/her obligation to a client pending full payment of all charges. Failure to include a billable item in an invoice shall not constitute a waiver of the right to add the charge to a subsequent billing.

Responsibility for Payment:

Billing is **not** contingent upon the findings and/or conclusions reached. Responsibility for payment is that of the client (law firm) engaging the expert's services and is not contingent upon client's contractual agreement(s) with plaintiff/defendant third parties and/or case status. The law

firm is responsible for the payment of all fees.

Deposition:

Counsel is responsible for making any necessary travel arrangements for depositions. These arrangements include air travel, hotel accommodations, car rental, etc. Depositions cannot be held in the homes or offices of our experts.

Counsel is also responsible for notifying YOUR COMPANY NAME of the deposition date at least 2 weeks in advance and arranging for a room and court reporter. A retainer shall be calculated upon notification of the deposition and shall be paid no later than 7 days prior to the deposition. To safeguard against any assertion or allegation that our work may in some way be influenced or be contingent upon the analysis of our expert, we require that all outstanding invoices and the deposition retainer be paid, in full, prior to our expert furnishing testimony in deposition.

The fee for the deposition (preparation time, portal to portal travel expenses, waiting for deposition to begin, deposition and post deposition meeting) will be subtracted from the retainer. Any balance owed will be billed following the deposition. Counsel who retained the expert is expected to obtain reimbursement from opposing attorneys. Since our experts are frequently using vacation or personal days to be available for a deposition, last minute cancellations are problematic. There will be a 4 hour cancellation fee if the deposition is adjourned less than 72 business hours prior to the scheduled date.

Trial:

Counsel is responsible for making any necessary travel arrangements for court appearances. These arrangements include air travel, hotel accommodations, car rental, etc.

Counsel is also responsible for notifying YOUR COMPANY NAME of the trial date at least 2 weeks in advance of the court appearance. A retainer shall be calculated upon notification of the trial and shall be paid no later than 7 days prior to the court appearance. To safeguard against any assertion or allegation that our work may in some way be influenced or be contingent upon the analysis of our expert, we require that all outstanding invoices and the trial retainer be paid, in full, prior to our furnishing testimony at trial.

Any balance owed will be billed following the trial. An invoice for court appearance expenses (such as mileage, parking and meals) or hours if not covered by the retainer, will be sent following the appearance at the trial. In the event that the case settles before the court date, the testifying fee will be refunded in full if the testifying date is cancelled more than 72 hours in advance. There is a fee of 4 hours for cancellations within 72 hours of a reserved testifying date.

Closure of case:

The client is responsible for paying the fees even if the outcome of the case is not favorable. Responsibility for the notification to YOUR COMPANY NAME of settlement of a matter is that of the engaging client. All charges incurred to the time of notification will be billed. Lack of notification will not obviate charges incurred even when disbursements related to this matter have been made. Any unused portion of a retainer will be refunded upon receipt of our Dispose of Records form.

Collections:

In the event that it becomes necessary for YOUR COMPANY NAME to retain an attorney or collection agency for collecting outstanding fees or any other breach of this agreement, the client agrees to pay YOUR COMPANY NAME's reasonable attorney fees and costs incurred in enforcing its rights under this agreement. A 30% surcharge will be added to the outstanding balance if a collection agency becomes involved in the collections process.

SIGNATURE: _____

Enforcement:

It is specifically agreed by and between the parties that this contract is deemed signed and entered in YOUR CITY, COUNTY AND STATE. Any action to enforce or interpret the terms of this agreement shall, by specific agreement of the parties, be within the jurisdiction of YOUR CITY, COUNTY AND STATE.

Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Termination:

YOUR COMPANY NAME reserves the right to terminate this agreement in the event of non-payment of our fees and expenses, or other causes. All outstanding fees shall be paid at termination.

Modifications to the Agreement:

All modifications must be agreed to and confirmed in writing.

Acceptance of the Agreement:

I have read the **Expert Witness Professional Services and Fee Agreement**. I understand and agree to the terms contained therein. I understand that YOUR COMPANY NAME's expert will not begin work on this case until a signed copy of this fee agreement and the retainer has been received by YOUR COMPANY NAME

Signed: _____

Attorney or firm representative as individual and on behalf of firm (signatory shall have the power to bind the law firm with regard to this agreement). We do not accept agreements signed by the plaintiff. Receipt of the retainer and records binds the firm to the terms of this agreement.

Firm: _____

Case name: _____ **Date:** _____

Please sign this page and return the original agreement to YOUR COMPANY NAME accompanied by the retainer after copying for your files.