

CONTRACT FOR EXPERT WITNESS SERVICES

The following is a fee agreement between the attorney(s) listed below, including those persons or entities he or she is representing (Plaintiff or Defendant), and <expert's name or company>. for providing expert witness services. The former shall be referred to as "Clients", the latter as "_____". Services shall be restricted only to those involving the case named _____, # _____ in the County of _____, _____ Court, in the state of _____. You have been referred by _____ who is acting solely to collect funds due from you for <expert's name or company>, and their hourly fee schedule shall be in effect.

- 1) **EXTENT OF SERVICES**. At present, it is impossible to determine the extent of services which will need to be performed in connection with this matter. The nature of services will depend upon the number and complexity of issues involved, the extent to which it is necessary and desirable to engage in research, other services, negotiations, and the extent of the complexity therewith.
- 2) **RETAINER**. Prior to undertaking any work on behalf of Clients, _____ must receive from Clients a retainer set by _____, the amount of which depends upon the amount of initial work involved. Any unused portion will be refunded, with a minimum set by _____ for services rendered or naming fee.
- 3) **BILLING**. _____ is to provide _____ with a timely and detailed statement for professional services rendered and costs incurred. _____ does not extend credit. Therefore, Clients agree to provide _____ with advances when it appears that fees will exceed any estimated or prepaid amount. All balances and advances must be paid in full before preparing for trial or deposition, including costs for travel. Any fees to be paid by any opposing counsel must have the funds received by _____ at least ten business days before travel arrangements are made. All other payments due must be paid upon receipt of invoice. _____ will charge _____, who will in turn charge Clients at the agreed upon rates. The agreed upon rates are; \$ _____ per hour for case review, research, reports and inspections; \$ _____ per hour for travel time; \$ _____ per day or any portion thereof (\$ ____/hr., client responsible for daily rate) for an anticipated deposition in any style; \$ _____ per day or any portion thereof, for an anticipated courthouse appearance in any style. If _____ is to appear, Clients agree to a surcharge of \$ _____ if the case is settled within fourteen (14) calendar days before the anticipated trial or deposition date, or if the anticipated trial testimony or deposition is postponed within twenty one (21) calendar days of the anticipated trial or deposition date. Some of the factors taken into consideration by _____ when setting and reviewing professional fees are: a) time and labor required, b) novelty and difficulty of the problem(s) presented, c) skills required, d) preclusion of other employment, e) limitations to accomplishment of the work. _____ shall be able to increase the rates upon thirty days prior written notice to Clients. Clients agree to allow _____, Inc. to hold a lien on this case for any balances due by Clients.
- 4) **NAMING FEE**. Clients agrees to pay _____, Inc. a naming fee of \$ _____ if <expert's name> is used or named as an expert for the Clients and no other services are performed by <expert's name> or <expert's company name>.
- 5) **COSTS**. In addition to the actual consulting fees for time invested in this matter, Clients will be responsible for paying all of the costs and expenses normally incidental to our consultations with Clients. Costs may include, but are not limited to: fees for photocopying documents or records; long distance

telephone calls; costs resulting from any traveling in connection with this matter (i.e., transportation, meals, lodging); photographs; enlargements; postage, etc. See "BILLING".

6) **SERVICES FOR OTHERS.** If _____ conducts services for any entity or person at Client's direction or under any type of subpoena, the terms of this agreement shall also apply to that consultative work. Clients guarantee to pay all fees which that entity or person incurs in accordance with the fee arrangement described above. This includes, but is not limited to, depositions (even at the request of opposing counsel), any fees or costs incurred that are ordered by a subpoena, etc. Prepayment by those parties are required as described above. If another case is combined with this case, continuation of services will be subject to the receipt (by _____) of retainer and Contract from the new party.

7) **OFFICE PROPERTY.** All documents, files or other papers or materials prepared by _____ or by anyone at the direction of _____, in the pursuance of matters of the Clients, remain the property of _____. In the event of a termination of employment, _____ will make available such documents for copying at Client's expense, upon reasonable notice.

8) **DISCLAIMER OF GUARANTEES.** Clients acknowledge that _____ or its representatives have made no representations, warranties or guarantee whatsoever, express or implied, to Clients regarding the disposition or outcome of this matter.

9) **DISPUTES.** In the event of any dispute arising between Clients and _____ as a result of consultations with Clients, Clients agree not to look to any individuals related to this company for satisfaction of this matter.

10) **RIGHT TO TERMINATE SERVICES.** _____ shall have the right to terminate its services to Clients if Clients do not make the payments required by this agreement, if Clients have misrepresented material facts, or if Clients have failed to disclose material facts to _____.

11) **COSTS OF COLLECTION.** Clients agree to pay _____ Inc. reasonable attorneys fees for the collection of any sums due whether a lawsuit is filed against Clients or not, together with Court Costs for efforts expended in collecting those sums. Additionally, if it is necessary for _____ to hire a collection agency to collect funds due, Clients agree to pay all costs incurred in collecting those funds.

12) **NON-WAIVER PROVISIONS.** There is to be no waiver, change, or modification of this Agreement unless the same is in writing and signed by Clients and a representative of _____.

13) **HOLD HARMLESS/INDEMNITY PROVISIONS.** Clients agree to hold _____, and any of its representatives, harmless for and indemnify against any decisions made by Clients in reliance upon information, materials, statements, etc., either provided by or not provided by _____ or any of its representatives.

14) **EXPERTISE.** Clients agree that the expert contracted through _____, Inc. has the level of expertise required for the above case.

15) **CONTRACT VENUE.** All parties agree that the venue for this contract shall be _____ County and shall be governed by the laws of the State of _____.

16) **SPECIAL PROVISION.** It is agreed by both parties that depositions, inspections, and trials are to be scheduled in advance, with dates agreed to in writing. Client agrees that the hiring of the expert witness does not guarantee availability to perform any services whatsoever. Client agrees that if _____ and/or its representatives are subpoenaed and/or requested by any party involved in the subject lawsuit to attend a deposition, trial, and/or perform any services without prior written agreement between both parties of this Contract, and without advance payment, that expert witness services may be immediately terminated by _____, Inc.

17) **CLOSING PROVISIONS.** If the preceding/foregoing correctly sets forth the Agreement for consulting services, please have all parties sign one (1) copy of this Agreement and return the original to _____, INC.

This is a contract for services. By signing below you (all "Clients") do hereby agree that you have read, understood, approved, and accepted the terms and conditions set forth in this Contract with _____, INC.

BY: _____ DATE: / /
(ATTORNEY SIGNATURE) (PRINT NAME)

ATTORNEY ADDRESS _____

BY: _____ DATE: / /
(PLAINTIFF/DEFENDANT SIGNATURE) (PRINT NAME)

ADDRESS _____

BY: _____ DATE: / /
(PLAINTIFF/DEFENDANT SIGNATURE) (PRINT NAME)

ADDRESS _____

BY: _____ DATE: / /
(_____, INC.)