

# **Expert Witness Solutions**

## **Retainer Agreement**

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To whom it may concern,

Thank you for your consideration in the below titled case. The following is my retainer agreement for your review and signature.

Assuming you wish to proceed, I would be delighted to be working with you in connection with your case, and thank you for the opportunity to be of assistance. Set forth below are the general terms of my representation.

### **Rates for Services**

The majority of work is billed at an hourly rate plus expenses. My fees are adjusted periodically and we will notify you in advance, in writing of any adjustments. You will be offered a minimum of 30 day notice of any intent to adjust fees.

In the event you require a consistent and substantial volume of work (for consulting only, not designated Expert Witness work), I am able to discuss discounts on our fees TBD in advance. Any discounts offered are conditional upon your timely payment of its invoices and can be cancelled or adjusted if your account falls into arrears.

### **Costs and Expenses**

There are certain other costs and expenses in addition to the fees for legal services for which you will be charged including long distance telephone calls, government fees and related expenses, messenger costs, travel costs, transcript fees, parking charges, computerized research fees, printing and photocopying costs, sub contracted consultants or laboratory fees retained on your behalf, and other similar costs and expenses. Myself, or a staff member will advance routine telephone, mail, photocopy, and courier services fees and include these on its invoices. All other costs incurred such as associate fees, and investigation costs could be forwarded to you for direct payment to the vendor TBD in advance.

### **Retainer Fee**

It is customary to obtain a retainer fee from all new clients. In view of the initial type of work that is of interest to you we usually request a retainer in the amount of \$2,500.00. The retainer will be applied to the cost of expert witness related services and expenses that will be itemized on your initial billing statement. If there is an over payment of retainer, the difference will be sent to you in 15 business days after the case is closed, or my services are terminated.

Billing statements

Periodically, we will send you statements, which will indicate the current status of your account, both for services rendered and costs incurred on your behalf. Our statements will include a detailed description of the services performed, the hours worked, the costs incurred and the total amount of the statement. You agree that it is your responsibility for paying each invoice promptly upon receipt.

Termination and Enforcement

We will endeavor to represent you promptly and efficiently according to the highest legal and ethical standards. However, you have the right to terminate our services at any time upon written notice to us. We also have the right to terminate services to you, upon written notice, if we determine that continuing services would be unethical or improper, you fail to cooperate with a reasonable request, or you fail to pay for services in a timely manner.

In the event it is necessary for any party in this agreement to initiate a lawsuit or any other legal proceeding to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees plus interest at the legal rate on the amount of damages incurred.

If you have any questions on any of the above terms, please contact us directly. If the agreement is in order please return the following: (1) the agreement as executed by the appropriate person in the place indicated below and (2) a check in the amount of \$2,500.00 made payable to the Expert Witness in signature below.

We look forward to working with you.

The foregoing accurately sets forth all of the terms of your engagement, and is approved and accepted.

Expert Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Expert Name: \_\_\_\_\_

Client Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Client Name: \_\_\_\_\_

Case Title: \_\_\_\_\_