

RETAINER AGREEMENT FOR PROFESSIONAL EXPERT
ANALYSIS AND TESTIMONY

Regarding:

Made by and between:

and

This AGREEMENT, dated the _____ of _____ 200X, incorporating the following:

- 1.0 General Scope of Services:** Services may include, but are not limited to, the following: a visit to and examination of the site of the case; photography at the site; review of related documents; telephone consultations; meetings; research; analysis; preparation of written draft preliminary and final reports; assistance in formulating discovery inquiries; preparation of exhibits and demonstrative evidence; testimony at trials, arbitrations, mediations and depositions; assistance during the testimony of others.
- 2.0 Compensation:** Compensation to Mark C. Grove shall be as follows:
 - 2.1 Preparatory Work:** For time spent preparing for the case, including site visit(s), document review, research, analysis, report preparation, trial preparation and travel time: **\$250.00 per hour**.
 - 2.2 Testimony:** For time spent testifying, awaiting testimony, assisting in the testimony of others, and for travel to and from the testimony location: **\$250.00 per hour**. Out-of-state testimony will be charged at a one-day (8-hour) minimum, which will include travel time. Deposition testimony and assistance during testimony of others will be charged at a 4-hour minimum, which may include travel time.
 - 2.3 Reimbursable Expenses:** Extraordinary expenses out-of-pocket costs related to the case, such as travel, photography, printing and trial exhibits, shall be reimbursable at cost. Business Class or First Class air travel, Four-star minimum lodging, and Full-sized automobile rental is required when Mark C. Grove, or his associates, requires such conveniences.
 - 2.4 Billing:** Billing will be on a monthly billing cycle, except at times where extraordinary costs necessitate interim billing. Fees will be billed against retainers received. Payments are due upon receipt of the bill. Bill not paid within the 30 days will incur a **10%** monthly service charge.
- 3.0 Retainers:** Retainers are due and payable in advance as follows:
 - 3.1 Initial Retainer:** A minimum fee/retainer in the amount of **\$2000.00** is due and payable upon execution. The retainer is non-refundable.
 - 3.2 Report Retainer:** Due and payable in advance of submission of any preliminary or final report: **\$5000.00**. If this work is cancelled, the unexpended portion of this retainer shall be refundable.
 - 3.3 Testimony Retainer:** Due and payable in advance of testimony: for testimony within a radius of 75 miles of Charlottesville: **\$2000.00**; for testimony beyond 75 miles: **\$5000.00**. If testimony is cancelled, the unexpended portion of the retainer shall be refundable. Retainer payments for testimony in depositions will not be accepted from opposing attorneys. XYZ Law Firm is responsible for the retainer payment.
 - 3.4 Cancellations:** Any cancellation of a scheduled consultation, deposition, or testimony shall be submitted in writing by XYZ Law Firm at least one week in advance of the scheduled event in order to avoid charges greater than the nonrefundable retainer.
- 4.0 Balance Due:** All outstanding fees and reimbursements shall be paid in full prior to the release of final reports to XYZ Law Firm and prior to testimony. Fees and reimbursements are not available for retrospective negotiation and cannot be linked to the outcome of a case or settlement. Mark C. Grove reserves the right to suspend all work and refuse delivery of further services or reports until outstanding balances over 30 days old are paid in full or if retaining counsel makes any attempt to prejudice the impartial opinion(s) of Mark C. Grove, or his associates.
- 5.0 Fees Paid by Third Parties:** XYZ Law Firm is responsible for the payment of all fees. If a Third Party, such as an insurance carrier, is designated to pay fees directly to XYZ Law Firm, the Third Party shall be identified by name, address, and telephone number herein below:

XYZ Law Firm shall instruct the Third Party to identify the name of the case for which compensation is being made, when payment is made.

6.0 Increase in hourly rates: Two months advance notice of any increase will be provided.

7.0 Referral or Assignment: If XYZ Law Firm refers or assigns the subject case to another attorney, firm, or responsible entity, Written Notice shall be provided to Mark C. Grove. All outstanding Fees and Reimbursements shall be made at the time of the Notice. If XYZ Law Firm retains a direct participating interest in the case, this Agreement will remain in effect.

8.0 Miscellaneous Provisions:

8.1 Representation: XYZ Law Firm's Signee of this Agreement represents that s/he is representing XYZ Law Firm and its obligations under this Agreement.

8.2 Termination: This Agreement may be terminated by either party upon notice, and such termination shall relieve each party of any assumed or implied obligations other than payment of any balance due. Written Notice of the Termination or resolution of the subject case, shall be made by the terminating party to the other. All outstanding fees and reimbursements shall be made at Termination without delay.

8.3 Documents and Materials: XYZ Law Firm shall furnish all relevant documents and materials as they are obtained and provide all requested documents and materials as discovery rules permit.

8.4 Conditions: For out-of-state evaluation or testimony XYZ Law Firm shall ensure in advance that any licensing problems or conflicts about expert function in that state have been satisfactorily resolved. XYZ Law Firm understands that Mark C. Grove is not an attorney, not a tax consultant, and not an insurance advisor and he assumes no responsibility in such matters.

8.5 Disputes: If XYZ Law Firm violates the terms of this Agreement, XYZ Law Firm is responsible for all legal fees and court costs associated with resolution of a dispute.

9.0 Agreed by the Parties Below: on the date set forth above, accompanied by a retainer fee \$ _____ .

Signature of the Expert

Signature of Retaining Counsel

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