

This agreement is made by and between \_\_\_\_\_ (referred to herein as “**Client**”) and Pacific Expert Witness & Construction Inc. referred to herein as “**Pacific Expert**” in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_. The purpose of this agreement is to procure the services of the Pacific Expert in relation to the case of \_\_\_\_\_, Case no. \_\_\_\_\_, pending before the \_\_\_\_\_ for the County of \_\_\_\_\_, State of \_\_\_\_\_. Pacific Expert shall provide services for the Client as an independent professional. Payment to Pacific Expert is not dependent upon the findings which Pacific Expert renders, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between the Client and any other person or party.

**1- Engagement Fee:** Client hereby agrees to pay, upon execution of this Agreement, an engagement fee/retainer, in the amount of \_\_\_\_\_. This retainer shall be used as a security for Client paying the bills submitted. The Pacific Expert at its sole discretion may remove all or a portion of the retainer to pay itself for services rendered, billed and not paid. In the event that Pacific Expert determines that additional retainer is necessary for the proper handling of this matter, such additional retainer shall be received upon demand. The Client shall not identify Pacific Expert as either a testifying or non-testifying expert until such time as the engagement fee has been paid.

**2- Fees:** The fees for services provided by the Pacific Expert and his staff are as follows:

a) Consultant Fees: Except as outlined herein, the Client shall compensate Pacific Expert at the rate of \_\_\_\_\_ per hour for all tasks performed under this agreement, including but not limited to analysis, calculations, conclusions, preparation of reports, and necessary travel time. Fees will be billed by the tenth of an hour, with a minimum charge for any discrete task of two tenths of an hour. For testimony at deposition or trial, the Client shall compensate Pacific Expert at the rate of \_\_\_\_\_ per hour, to be billed in hourly increments. This rate for testimony shall apply both while Pacific Expert is waiting to give testimony, whether at an office or Court and for time taken for breaks or meals, as well as for time spent actually giving testimony.

b) Expenses: Expenses incurred by Pacific Expert shall be reimbursed by the Client as follows:

- Travel by Car: 38 cents per mile
- Travel by Air or Train: The actual cost of the round-trip ticket
- Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at market rates.

**3) Qualifications:** The Client has had the opportunity to investigate and verify Pacific Expert's credentials, and agrees that Pacific Expert is qualified to perform the services described in this contract.

**4) Terms of Engagement:** The Client is responsible for payments to Pacific Expert as outlined in this contract, regardless of any arrangement the Client has with any party or parties he represents. Pacific Expert will issue bills on a monthly basis, or whatever other interval he deems appropriate. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Failure to pay the invoice within 30 days shall be deemed past due and a material breach of this Agreement and will entitle Pacific Expert to resign from performing additional services for the Client's firm.

**5- Termination of Services:**

- a) Client shall have the right at any time to terminate Pacific Expert's services upon written notice to Pacific Expert, and Pacific Expert shall immediately after receiving such notice cease to render additional services to the extent it can do so reasonably. Such termination shall not, however, relieve Client of the obligations to pay the fees due for services rendered and costs incurred prior to such termination.
- b) Pacific Expert may terminate this Agreement if it feels that pursuing the matter any further is not legally or financially sound.
- c) If this agreement is with more than one Client, Client(s) agree that this firm, at its sole option, terminate this agreement if it determines that a conflict of interest exists, and that conflict of interest is not waived in writing by the affected Client(s).
- d) If Client fails to meet any of Client's obligations under this Agreement, Pacific Expert shall have the right to terminate this Agreement, and Client shall take steps necessary to free Pacific Expert of any obligations to perform further, including without limitation the execution of any documents necessary or convenient to complete Pacific Expert's discharge or withdrawal. The right of Pacific Expert hereunder is in addition to those created by statute or recognized by rules of professional conduct.

**6- Corporate Client:**

- a) If Client is a corporation, the undersigned represents and acknowledges that he or she has the authorization to bind the corporation to this Retainer Agreement.
- b) The undersigned individually agrees and acknowledges that the corporate Client fails to pay all or part of any fees or costs generated by Pacific Expert through its representation of Client, and then the undersigned individual shall be individually and equally responsible to pay Pacific Expert for all of any fees and costs owed to Pacific Expert.

**7- Destruction of Files:**

Client understand that three years after Pacific Expert’s termination of services, Pacific Expert may destroy its file as part of its routine file maintenance program, and in accordance with this file maintenance program, Client expressly authorizes Pacific Expert to dispose of its complete file in the matter without any further notification to Client.

**8- Dispute Resolution And Attorney’s Fees:**

Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000.00 (or the maximum limit of the Small Claims Court) must be heard in the Small Claims Division of the Municipal Court in the county where Pacific Expert’s office is located. Any disputes over the dollar limit of the Small Claims Court arising out of this Agreement shall be submitted to an experienced private arbitrator that shall be mutually selected by the parties to conduct a binding arbitration in accordance with arbitration laws of the state where the Pacific Expert’s office is located. The arbitrator shall be either a licensed attorney or retired judge who is familiar with construction law. If the parties can not mutually agree on an arbitrator within 30 days of written demand for arbitration, then either of the parties shall submit the dispute to binding arbitration before the American Arbitration Association. Judgment upon the award may be entered in any Court having jurisdiction thereof.

The prevailing party in any legal proceeding related to this agreement shall be entitled to payment of reasonable attorney’s fees, costs, and post-judgment interest at the legal rate.

I accept the terms of this agreement:

Date: \_\_\_\_\_

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Pacific Expert: \_\_\_\_\_