

## **CCPIA Expert Witness / Consulting Agreement**

This is an agreement ("Agreement") between consultant's name ("Consultant") and \_\_\_\_\_ ("Client").

Client retains Consultant for assistance in the case described below:

Name of case: \_\_\_\_\_

Case Number: \_\_\_\_\_

Court case filed in: \_\_\_\_\_

### **1. RETENTION**

1.1 Consultant will commence work for Client upon receipt of a retainer.

1.2 Consultant agrees not to work for any other person or party involved in this case on matters relating to this case for two weeks after he is verbally retained, and upon acceptance of the retainer set forth below. Should the two weeks lapse without receipt of a retainer, Consultant is free to accept work from any other party.

### **2. SERVICES**

2.1 Consultant agrees to perform consulting and/or expert witness services as requested by Client and, in connection with such services, agrees to perform such investigation, document review, studies and research so as to be able to consult with Client and/or advise Client as an expert witness with respect to Consultant's findings. Consultant agrees to verbally report his facts, conclusions and findings to Client and, if desired by Client, Consultant will prepare a written report and cause it to be sent or delivered to Client. Consultant also agrees to assist in trial preparation and to testify as an expert witness in those areas in which he is qualified.

2.2 The full scope of Consultant's work will be determined as the matter proceeds, and will be subject to the needs and requests of Client. Consultant and Client agree that Consultant will be performing services to this Agreement as an Independent Contractor.

### **3. CONFIDENTIALITY**

3.1 Consultant agrees to retain all non-public information obtained from Client as confidential and agrees not to release or discuss any of such information unless Consultant has obtained the prior written consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

### **4. COMPENSATION**

4.1 Consultant will bill the Client by the tenth of an hour, with a minimum charge of two-tenths of an hour as follows:

4.1.1 Travel time at ONE HUNDRED dollars (\$100.00) per hour.

4.1.2 Testimony at either trial or deposition at TWO HUNDRED dollars (\$200) per hour. This rate applies to office or courtroom waiting time, as well as actual time testifying.

4.1.3 All other work, including research, report preparation, and telephone calls, at ONE HUNDRED FIFTY dollars (\$150) per hour.

4.2 When in the local area away from the Consultant's office, time is billed from the time of departure from Consultant's office until the time of return.

4.3 Each full day away from the local area on assignment is billed on the basis of an eight-hour day. Where more than eight hours' work or travel is performed in one day, the actual time is billed. Day of departure and day of return are prorated.

4.4 A retainer of \$1,000.00 is charged for each case. \$\_\_\_\_\_ of the retainer is a non-refundable minimum fee charged. Billing for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.

4.5 Permission to use Consultant's name or in any way indicate that he is an expert witness or Consultant for Client's side of the case, either informally or formally with other parties, is not granted until the retainer has been paid.

4.6 Notwithstanding the Agreement of Consultant to bill Client at an hourly rate in one tenth of an hour increments for services performed, the following minimum fees will be due, whether or not Consultant is required to spend the amount of time necessary to result in these minimum fees if time was charged on an hourly basis. The minimum fees and types of services exclusive of travel to which they apply are as follows:

4.6.1 Attendance at a deposition either to assist client or to testify as an expert witness: \$500.00.

4.6.2 Attendance in court to assist Client, testify as an expert witness, or while waiting at court for an opportunity to testify or assist Client in court: \$500.00.

4.6.3 The above are minimum fees, and if actual time spent results in an amount due which exceeds these minimums, then the actual amount will be due.

4.7 Fees and rates, once established for a job, will not be increased for that job even though fees or rates may increase for new jobs for a period of one year. Twelve months after being retained, fees may be raised to those currently charged other Clients at that time, but shall not exceed a 10% increase per year.

## **5. EXPENSES**

5.1 Travel and miscellaneous expenses, including long-distance calls, are charged at cost plus 10%. Travel by car is at the rate of fifty cents (50¢) per mile. No travel expense is charged in the local area.

5.2 Travel will be performed by the most economical means compatible with the client's time constraints, except that first-class air travel accommodations will be used for all flights of more than four hours' duration, including cumulative time where connecting flights are required.

5.3 Client may avoid the 10% surcharge on expenses by furnishing travel and lodging, which is billed directly to Client by the carrier or hotel.

5.4 Client will reimburse Consultant for all other reasonable out-of-pocket expenses, but Consultant shall strive to seek Client's permission before incurring any expense in excess of \$100.00.

## **6. BILLING**

6.1 Consultant will tender invoices at the end of each month. Payment is due within 15 days of the invoice date. Late charges at a rate of 1.5% per month will be added to bills not paid within that time.

6.2 The payment of all fees and expenses is the responsibility of the Client, notwithstanding Client's relationship with third parties, contingency arrangements, subrogation, etc. As a convenience, Consultant may agree to prepare separate billing for an attorney taking Consultant's discovery deposition, but the responsibility for payment remains that of the Client. Failure to include a chargeable item in one billing shall not constitute a waiver of the right to assess the charges in a subsequent billing.

6.3 Requests for corrections must be submitted in writing within 15 days after date of billing in question.

## **7. TERMINATION**

7.1 Client may terminate this Agreement upon 15 days' written notice for any reason. Upon termination of Consultant's services by Client, Client shall immediately pay all fees and expenses incurred by Consultant.

7.2 Consultant may terminate this Agreement upon 15 days' written notice if payments are not made within 60 days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

## **8. DISPUTES / VENUE / WAIVER OF JURY**

8.1 The parties agree that the exclusive venue for any action arising out of this Agreement shall be in the county and state where Consultant has Consultant's principal place of business, which is \_\_\_\_\_ County, Your State. In any such action, the parties waive trial by jury.

8.2 Before filing any action against Consultant, Client must first provide Consultant with written notice of the nature of Client's claim and wait at least 30 days from the date notice was sent.

8.3 In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, the Client agrees to pay reasonable attorney's fees and all costs and expenses incurred by Consultant, including collection costs, provided that Consultant is the prevailing party in said matter either by settlement, litigation, or otherwise. In any litigation arising out of this Agreement, the court must order the losing party to pay the prevailing party's attorney's fees and costs.

## **9. GOVERNING LAW**

9.1 This Agreement shall be governed by the laws of Your State.

**10. INVALIDITY**

10.1 A determination by a Court that any provision of this Agreement is invalid shall not invalidate the entire Agreement. If any such provision is declared unenforceable or invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**11. INTERPRETATION**

11.1 Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

**12. ENTIRE AGREEMENT / MODIFICATION**

12.1 This Agreement contains all the representations by each party to the others, and expresses the entire understanding between the parties with respect to the matters at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of a party shall be binding unless reduced to writing and signed by that party. No modifications of this Agreement shall be binding unless they are in writing and signed by all parties.

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Client

(Date)

**PERSONAL GUARANTEE**

In consideration of the willingness of Consultant to enter in this Agreement, and in order to induce him to do so, the undersigned person(s) hereby personally and unconditionally guarantee punctual payment by Client as required by this Agreement. The undersigned guarantor(s) waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guarantee, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this agreement, and to any and all changes in the terms of this Agreement. Consultant may enforce this guarantee without first resorting to or exhausting other remedies provided by the agreement or the law. Guarantor(s) agrees to pay all reasonable costs and attorney’s fees incurred by Consultant in enforcing this guarantee.

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GUARANTOR

(Date)