**RETAINER AGREEMENT FOR PROFESSIONAL EXPERT ANALYSIS AND TESTIMONY**

Regarding:

Made by and between:

**Steven Smyth**

and

This AGREEMENT, dated the th day of, 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 Steven Smyth will 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: $300 per hour.

**2.2 Deposition:** For time spent in deposition, testifying, awaiting testimony, assisting in the testimony of others, and for travel to and from the testimony location: $400 per hour.

**2.3 Trial:**  $3500 per day.

**2.4 Reimbursable Expenses:** Extraordinary expenses and 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, lodging approved by Steven Smyth, and Full-sized automobile rental is required when Steven Smyth, or his associates, requires such conveniences.

**2.5 Billing:** All consulting work will be compensated via a prepaid, replenishable, and refundable retainer, the amount of which will be determined in accordance with the expected scope of the consulting engagement. All fees will be billed against retainers received; unused funds will be returned to the client upon conclusion of the engagement.

**3.0 Retainer:** A four (4) hour retainer is requested to initiate services.

**4.0 Balance Due:** All outstanding fees and reimbursements shall be paid in full prior to the release of final reports to the law office of and prior to any testimony. Fees and reimbursements are not available for retrospective negotiation and cannot be linked to the outcome of a case or settlement.

**5.0 Fees Paid by Third Parties:** the law office is responsible for the payment of all fees. If a Third Party, such as an insurance carrier, is designated to pay fees directly to Steven Smyth, the Third Party shall be identified by name, address, and telephone number. The law office of shall instruct the Third Party to identify the name of the case for which compensation is being made, and 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 the law office of refers or assigns the subject case to another attorney, firm, or responsible entity, Written Notice shall be provided to Steven Smyth. All outstanding Fees and Reimbursements shall be made at the time of the Notice. If the law office of retains a direct participating interest in the case, this Agreement will remain in effect.

**8.0 Representation:** the law office of Signee of this Agreement represents that s/he is representing the law office of and its obligations under this Agreement.

**9.0 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.

**10.0 Agreed by the Parties Below:** on the date set forth above, accompanied by a retainer fee of $1200.00 ($300 X 4 hours).

Signature of the Expert Signature of Retaining Counsel

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