

Engagement Letter for Services

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Date:
Company/Representative Name:
Address:
Phone Number:

Re:

I am pleased to be retained by you as consulting experts in connection with your representation of _____ in the above matter.

Services include file review, research and analysis, site inspections, meetings, phone conferences, written and electronic correspondence, report writing, and travel.

This engagement letter sets forth the terms of my/our services. If these arrangements are acceptable, please sign the enclosed copy of this letter and return it to me at your earliest opportunity along with the \$_____ retainer mentioned below.

- Independent Nature of Services., My services will be delivered in a manner that is independent, impartial and objective. I do not warrant the outcome of this matter, and neither the amount nor payment of my fees is not contingent on any result.
- Fees and Expenses. My fees will be based on the actual hours expended at my standard rates, plus out-of-pocket expenses.

My rates are subject to change periodically. When balances are owed, I will provide invoices monthly to you for delivery to and payment. My invoices will include my out-of-pocket expenses such as research costs, delivery services, postage, telephone, travel, and

photocopying. Invoiced amounts are due and payable upon receipt of the invoice. Any invoices which are past due 14 calendar days or more are subject to a service charge of x percent (10%) per annum.

Meetings and Cancellation Policy: Meeting booked with the consultant are blocked for 1-hour intervals of time and billed accordingly. Cancellation or rescheduling of a meeting requires 24 hours business notice. Failure to provide this notice for canceled meeting will compel for billing of the aforementioned meeting time slot.

Responsibility for Payment. I understand you are potentially retaining my services in connection with the representation of another client. In that event, while we will be issuing our invoices directly to you for delivery to your client, your client shall be responsible for payment in accordance with the terms stated in this letter and has acknowledged that responsibility by signing below, if applicable. However, in the event that your client fails to pay for our fees and expenses on a timely basis, your firm agrees to pay the balance owed.

Retainer. It is my policy to collect a retainer and receive the fully executed engagement letter before I begin providing services. The retainer for this matter shall be \$_____. This retainer will be applied to my initial invoice before my consultation work can begin. After that, my work will be hourly based at a fee of \$_____ every hour spent on this matter for time and expenses not related to depositions, court appearances, or preparation for these activities.

Deposition Fees. Deposition duration requires minimum of _____ hours. Deposition fee is \$_____ per hour. All out of pocket costs to include but not limited to travel - airfare, hotel, mileage, meals, car rental, copy services, graphic design, lab testing, or other materials will be billed to you. Court appearance fees are \$_____ per hour for a half day [less than 4 hours] or \$_____ per hour for full day [4 hours or more].
will result in a \$_____ cancellation fee plus the cost of any non refundable travel expenses.

Cancellation of an appearance for trial or deposition with less than 5 days business notice reserve the right to cancel a trial or deposition appearance for non payment. 50% of the expected deposition or court fee is expected 14 business days prior to appearance.

Expedited Services. Any work requested with the turnaround time of 15 business day or less or any work required during an official holiday period will be subject to an additional “expedited services retainer” of \$_____ in addition to the regular retainer of \$_____.

Right to Withhold Services and/or Withdraw. Without liability on my part and without regard to the stage of litigation, I shall have the right to withhold providing services (including delivering any report or providing testimony) or withdraw completely, at my sole option, if any of my invoices are not timely paid or if I determine that an irreconcilable conflict has arisen. There will be no expectation of notice, written or otherwise, before my termination of services.

Reliance on Expert Reports: If I prepare any expert reports as part of this engagement, the use of any such expert reports shall be limited to litigation of the above referenced matter. The expert reports may not be used or relied on, in whole or in part, for any other purposes.

Valuation Dates: If the development of any appraisal opinions is needed in this engagement, your firm shall have responsibility for determining and advising me of the date(s) of value that are legally pertinent to the matter.

Confidentiality and Recordkeeping. I will maintain the confidentiality of all information and documentation received during my/our work and will abide by all court orders and applicable professional appraisal standards regarding the disclosure of information relating to this matter.

Other Clients and Matters. The value of my services to you and your client is based, in part, on my reputation for independent professionalism and integrity. It is possible that I may be engaged by other law firms representing parties adverse to you or your client in other agreement not to use the fact of my current or previous engagement by other counsel in other matters as a means to enhance or diminish the credibility of my opinions or testimony in this matter or in any other matter.

Subpoenas and Testimony. In the event that my consulting firm or any of its owners, appraisers or employees is required by subpoena or other legal process to provide testimony or produce documents relating to my/our services or work product in connection with this engagement, whether as an expert or percipient witness, and whether in court, deposition, arbitration or in any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, your client agrees to compensate my firm for the time incurred in connection with preparation for and provision of such testimony and/or documents at my regular hourly rates in effect at that time for expert/testimonial services and to reimburse my reasonable actual expenses. The foregoing shall not apply to the extent that a third party pays my fees or expenses. The opinions expressed by Dr. Reeves are not the opinions of the United States government.

Hold Harmless and Limitation of Liability. To assure that my services in this matter can be rendered freely and independently, your client agrees to indemnify, defend and hold harmless my firm, its owners, appraisers and employees from and against any and all liabilities, losses, costs and expenses relating to my consulting or testimonial services under this engagement.

The foregoing shall not apply to any matter resulting from my gross negligence or willful misconduct. In any case, however, the total collective liability of my firm, its owners, appraisers and employees for all claims of any kind arising out of, relating to or connected with this engagement shall be limited to the total fees paid to me under this engagement.

Reminder. The fees due for services are not contingent upon any results or events occurring in the above-referenced matter, and there is no guarantee of a specific outcome in this matter. I will use my best efforts in the performance of the assignment and are entitled to full payment of all fees and expenses incurred in this assignment without regard to any court ruling or the ultimate use of any expert opinions or mental impressions in evidence or any deposition or trial testimony that may be provided.

Sincerely,

Dr. Patrick T Reeves, MD
Wild Child Medicine, PLLC