

# Consulting Agreement

This agreement is entered into as of the dates set forth at the end of this Agreement by and between **dbS Productions** (hereinafter “Consultant”) and \_\_\_\_\_ (herein after “Client”).

## 1. Services to be performed

- 1.1 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 testify as an expert witness in those areas in which he is qualified.
- 1.2 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.
- 1.3 Upon request, Consultant will provide an estimate of the time and costs it will take to perform the work outlined by the Client. If it becomes apparent to Consultant that he will need to exceed the estimates provided to complete his work, he will provide Client with a revised estimate and shall proceed only after being granted permission by Client.

## 2. Confidentiality

- 2.1 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 consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

## 3. Compensation

- 3.1 Fees are billed to the Client by ten-minute increments. Ten-minute increments will be calculated at the end of the monthly billing cycle.
- 3.1.1 Charges for all regular services will be **billed at \$100.00 per hour except as noted in 3.6.**
- 3.2 When in the **local area** away from the Consultant’s office, **time is billed portal to portal.**
- 3.3 Each full day **away from the local area** of Charlottesville, Virginia on assignment is **billed portal to portal with no daily charges to exceed \$1000.00 per day.** Every effort will be made to use travel time to study and review documents.
- 3.4 A **retainer of \$4,000** is charged for each case. This amount is a non-refundable minimum fee charged. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.
- 3.5 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.
- 3.6 Notwithstanding the agreement of consultant to bill Client at an hourly rate in ten minute 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 to which they apply are as follows:
  - 3.6.1 Attendance at a **deposition** either to assist client or to testify as an expert witness - **\$300/hr** with a minimum of **\$2,500**
  - 3.6.2 **Attendance at court** to assist Client, testify as an expert witness, or while waiting at court for an opportunity to testify or assist Client in court- **\$300/hr** with a minimum of **\$2,500.**

- 3.6.3 The above are minimum billings and if actual time spent results in an amount due which exceeds these minimums, then the actual amount will be due.
- 3.7 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 10% per year.

#### **4. Expenses**

- 4.1 Travel and miscellaneous expenses, including long distance calls, are charged at cost plus ten percent. Travel by car is at the current federal rate. (Currently 0.405/mile). No travel expense is charged for travel in the area of Charlottesville, Virginia.
- 4.2 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 two hours duration including cumulative time where connecting flights are required.
- 4.3 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. Billings**

- 5.1 Invoices will be tendered after the end of each month. A detailed breakdown is furnished itemizing each charge for the month upon request. Billings from the previous month not paid will be noted as "previous balance". **Payments made out to dbS Productions** are due 28 days after the invoice date. Late charges at the rate of 1.5% per month will be added to bills not paid within 30 days.
- 5.2 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.
- 5.3 Questions concerning specific billings are welcomed and requests for corrections must be submitted within 30 days after date of billing in question.

#### **6. Termination**

- 6.1 This agreement may be terminated by Client upon 15 days written notice for any reason. Upon termination of Consultants services by Client, Client shall immediately pay all fees and expenses incurred by Consultant, subject to receipt of an appropriate bill.
- 6.2 Consultant may terminate this Agreement upon fifteen (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.

#### **7. Dispute Resolution**

- 7.1 The parties agree that any action which is required to be filed to enforce the terms of this agreement may be filed in Charlottesville, Virginia but this shall not preclude either party from bring an action in any other county which represents the proper venue for such an action.
- 7.2 In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case 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.

#### **8. Governing law**

- 8.1 All actions arising out of the performance of this agreement shall be governed by the laws of the state of Virginia.