

Todd Faulkner Consulting, L.L.C.

Consultant Agreement

This agreement is entered into as of the dates set forth at the end of this Agreement by and between **Todd A. Faulkner** (hereinafter "Consultant") and _____ (hereinafter "Client").

The name of the case:

Case number:

Court case filed in:

RETENTION

- Consultant will be available to commence work for a Client upon receipt of a retainer.
- 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, or 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.

SERVICES TO BE PERFORMED

- 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.
- 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.
- Upon request, Consultant will provide an estimate of the time and costs it will take to perform the work CONTRACTED 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.

CONFIDENTIALITY

- 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.

COMPENSATION

- Fees are billed to the Client by the tenth of an hour with a minimum charge 2 hours as follows:
- Client will pay Consultant for travel time at fifty dollars (\$50.00) per hour plus fifty cents per mile.
- Client will pay Consultant for testimony at either trial or deposition at TWO HUNDRED dollars (\$200) an hour. This rate applies to office or courtroom waiting time as well as actual time testifying.
- All other work including research, report preparation, and telephone calls, Client will pay Consultant for ONE HUNDRED & FIFTY dollars (\$150) per hour.

- 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.
- Each full day away from the area of **Keene, NH** 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.
- A retainer of \$2,250 is charged for each case. This amount is a nonrefundable minimum fee charged. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.
- 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.
- 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:
 - Attendance at a deposition either to assist client or to testify as an expert witness - TWO HUNDRED dollars (\$200) an hour (minimum 4 hours).
 - 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 (see fee schedule for stipulations).
 - 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.
 - 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 90 days. Three months after being retained, fees may be raised to those currently charged other Clients at that time.

EXPENSES

- Travel by car within the local area is charged at the rate of FIFTY cents a mile and fifty dollars per hour.
- Travel by car beyond the local area is subject to price of a full size rental car plus miscellaneous expenses.
- Travel by air will be performed by the most economical means compatible with the Client's time constraints but, not during normal sleeping and/or night time hours.
- Car rentals outside of Consultant's local area are subject to charges of full size cars unless during a season and geographic location where four-wheel drive is pertinent and/or necessary.
- Lodging which is outside of Consultant's local area is subject to the charges of moderately priced hotels.
- Client may avoid the 10% surcharge on expenses by furnishing travel and lodging which is billed directly to Client by the carrier or hotel.

BILLINGS

- Invoices will be tendered and faxed or mailed to Client after the debits against the retainer are greater than the credits, or at the end of each month. A breakdown is furnished itemizing each charge for the month. Billings are due 10 days after the invoice date. Late charges at the rate of 15.0% per month will be added to bills not paid within 30 days.
- 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.
- Questions concerning specific billings are welcomed and requests for corrections must be submitted within 30 days after date of billing in question.
- If deposition date is canceled within 48 hours of the appointed time for Consultant to appear at the deposition, a minimum charge of 2 hours at TWO HUNDRED dollars (\$200) an hour to opposing council.
- If trial date is cancelled seven- (7) days or less a minimum charge of \$1000.00 will be assessed.
- If trial date is cancelled eight-(8) to fourteen- (14) days a minimum charge of \$500.00 will be assessed.

TERMINATION

- Client may terminate this Agreement 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.
- Consultant may terminate this Agreement upon fifteen (15) days written notice if payments are not made within 30 days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

DISPUTE RESOLUTION

- The parties agree that any action which is required to be filed to enforce the terms of this Agreement may be filed in **Cheshire County**, State of **New Hampshire**, but this shall not preclude either party from bringing an action in any other county which represents the proper venue for such an action.

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.

GOVERNING LAW

- The laws of the State of **New Hampshire** shall govern all actions arising out of the performance of this Agreement.

The parties do hereby execute this Agreement at the places set forth below on the date set forth below.

**Todd Faulkner Consulting, L.L.C. 34
Deer Run Terrace
Nelson, NH 03457**

Client:

Phone:

Signature of Client Date:

Signature of Consultant Date: