

# Sheila Lowe & Associates

## Letter of Engagement & Fee Agreement for Forensic Handwriting Examination Services

Agreement between Sheila R. Lowe and the undersigned. Sheila Lowe agrees to provide such services regarding forensic handwriting examination as may be requested. Typical services may include a consultation, both with the client and, if needed, others; a preliminary opinion letter, written opinion; case review, technical investigation, laboratory work, preparation of reports, pretrial conferences; assistance in preparation for depositions and other discovery; testifying in a deposition or by other discovery requests; preparation for trial and travel. Fees not specifically listed are billed at the same rate as listed services.

**Retainer:** A retainer of \$1000.00 is due in advance and deemed to be earned upon receipt. Once the retainer is rendered and accepted, I make myself available to handle the matter on the client's behalf, and I refuse employment by an adverse party. Therefore, the retainer is not refundable. Additional work, if needed, shall be billed at \$200.00/hour. Any balance is due upon presentation of report and/or invoice. MasterCard, Visa and Discover are acceptable forms of payment. **Important note:** Ms. Lowe is not retained until a retainer fee and a signed copy of this Agreement is received.

**Deposition:** Taken by any party to trial: \$700 up to two hours. A deposit of \$700 must be paid at least 5 days in advance of scheduled deposition. If the deposition is cancelled, deposit shall be refunded. Any additional time is \$87 per 15 minutes or part thereof, to be paid at the conclusion of the deposition. Expenses (including but not limited to travel, parking, meals, etc.) are additional. Travel within the state is \$200/hour, portal-to-portal. **Distance travel:** More than 100 miles one-way – deposition fee is \$2200/day, each day spent away from the office, plus expenses (travel, parking, meals, etc.).

**Appearance for courtroom testimony – Local:** \$1800.00 per full day or \$1500 ½ day (up to 4 hours), to be paid at least ten days prior arrival at court, due whether or not actually called to the witness stand. If notice is given at least one day in advance that the trial is continued or otherwise delayed, full payment will be returned. **Distance:** More than 100 miles one-way – \$2200/day, each day spent away from the office, plus expenses (travel, parking, meals, etc.). Court exhibits charged at cost.

**Travel:** Long distance travel charges (business class airline & hotel) to be paid in advance or arranged by client. Additional expenses may include, but not limited to: meals, ground transportation, phone charges, and all other reasonable travel expenses (billed at cost).

**Stand-by** (clear calendar while waiting to be called to court or deposition): \$700.00 per full day, \$500.00 if notified before noon of not being needed.

Payment is due when services are rendered, except for the retainer, deposition deposit and court appearance fees, which must be paid in advance. Payment is not contingent on testimonial qualifications, testimony, or outcome. The undersigned agrees to remit upon receipt of invoice. Sheila Lowe reserves the right to suspend all work and refuse delivery of further services until outstanding balances are paid in full. Sheila Lowe further reserves the right to withdraw from retention on any account that is more than 30 days past due. Balances over 30 days are delinquent and subject to 1½% interest per month on the unpaid balance. In the event it becomes necessary to refer any unpaid bills to an attorney for collection, the Client agrees to pay all costs and reasonable attorney's fees. In the event the account is not paid in full prior to payment of any monies or other things of value to Client and/or Client's attorney, Client expressly gives to Ms. Lowe a lien on such proceeds to the extent of the balance then due, and the signature of the attorney for Client is Client's contractual agreement with Ms. Lowe that Client will first remit to Ms. Lowe all monies due pursuant to this agreement or pursuant to the lien herein mentioned above, before disbursement of any funds or things of value to any person or entity. Any documents not returned to client may be destroyed five years after the date below. If a letter of opinion is requested, that letter becomes the sole property of the entity that has signed the Retainer Agreement. Further, any opinion (preliminary and/or final) provided by Sheila Lowe and/or Sheila Lowe & Associates (SLA) is for the exclusive use of the client. If the opinion provided by Sheila Lowe and/or SLA is used by the client for any purpose, or, in a manner which results in the initiation of litigation, upon which Sheila Lowe and/or SLA are named as a party, the client agree to pay any and all attorneys' fees and costs incurred by Sheila Lowe and/or SLA relating to said litigation.

I understand and agree to abide by the above statement of fees and make payment as it is due:

\_\_\_\_\_  
Signed (Client)

\_\_\_\_\_  
Date

*Please return the original fee agreement to the address below and retain a copy for your files.*

