

Letter of Engagement & Fee Agreement for Forensic Handwriting Examination Services

Agreement between Sheila Lowe (SL) and the undersigned Client. SL agrees to provide such services regarding forensic handwriting consulting and/or examination as may be requested. Typical services may include a consultation, both with Client and, if needed, others; a preliminary opinion letter, written opinion; case review, technical investigation, preparation of reports, telephonic or in-person pretrial conferences; assistance in preparation for depositions and other discovery; testifying in deposition or by other discovery requests; preparation for trial, and travel.

IMPORTANT: Ms. Lowe is not retained until a retainer fee and a signed copy of this Agreement is received.

Retainer: A retainer of \$1000.00 is due in advance and is deemed to be earned upon receipt. Once the retainer is rendered and accepted, SL makes herself available to handle the matter on Client's behalf, and refuses employment by an adverse party; therefore, the retainer is not refundable. The retainer covers up to five hours of service. Additional time shall be billed at \$195.00/hour. Any balance is due upon presentation of report and/or invoice. MasterCard, Visa, Discover, or PayPal are acceptable forms of payment.

Deposition – Local: Taken by any party to trial: \$700 up to two hours. A deposit of \$700 shall be paid at least 5 days in advance of scheduled deposition. If deposition is cancelled, deposit to be refunded. 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 and paid by Client. Travel within the state is \$100/hour, portal-to-portal. **Long distance travel:** see below.

Appearance for courtroom testimony – Local: \$1800.00 per day, to be paid at least ten days prior to arrival at court, and is due whether or not SL is called to the witness stand. Additional days at \$900/day, due upon appearance at court. Exhibit prep, telephonic pre-trial conference, and local travel is included. Exhibits charged at cost. **Long distance travel:** see below.

Long distance travel: More than 100 miles one-way – \$2200/day, each day spent away from the office, plus expenses. Expenses may include, but are not limited to: airfare, ground transportation, hotel, meals, and other reasonable travel expenses to be charged at cost. Business class air travel and hotel to be paid in advance or arranged by Client.

Stand-by (clear calendar while waiting to be called to court or deposition): \$700.00 per full day, \$350.00 if notified before noon of not being needed.

Payment is due when services are rendered, except for retainer, deposition deposit and court appearance fees, which are to be paid in advance. The undersigned agrees to remit upon receipt of invoice. Payment is not contingent on testimonial qualifications, testimony, or outcome. SL reserves the right to suspend all work and refuse delivery of further services until outstanding balances are paid in full. SL 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, 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 SL 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 SL that Client will first remit to SL 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 SL is for the exclusive use of the Client. If the opinion provided by SL is used by the Client for any purpose, or, in a manner which results in the initiation of litigation, upon which SL is named as a party, Client agrees to pay any and all attorneys' fees and costs incurred by SL 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.