

Consultant's Contract for Forensic Handwriting Examination Services

Agreement between Sheila Lowe (SL) and the undersigned Client. SL agrees to provide services regarding forensic handwriting consulting and/or examination.

Retention Fee: The Retention Fee is a minimum, non-refundable deposit and will apply against initial hours billed under this Agreement. The Retention Fee shall be \$1,400.00, is payable at the earlier of (a) the first contact or meeting after the initial telephone consultation, (b) SL's receipt of any review materials, or (c) disclosure and/or designation of SL as a potential consultant or expert in any litigation. Client hereby acknowledges and agrees that the designation or disclosure of SL's involvement in any lawsuit to opposing counsel is of value and requires consideration, thus permission to designate is specifically not granted until SL receives the Retention Fee, along with the signed Consultant's Contract. *The transmission of SL's cover letter, this Agreement and/or collateral materials do not constitute permission to designate.* Once the Retention Fee 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 Retention Fee is deemed earned upon receipt. Nonetheless, SL is an unbiased, neutral party to the proceedings and advocates for the truth of the document, not for the client.

Responsibility for Payment: The engagement and responsibility for payment of time and costs are the sole obligation of the Client. While payment will be accepted directly from a litigant or insurance company as an accommodation to the Client, employment of SL and the responsibility for timely payment rests solely with the Client unless specifically agreed in writing. SL's fees are based on the billing rates detailed on Exhibit B, and not on any contingency. Therefore, the full fees billed are due regardless of the outcome of any underlying matter or legal action.

Submission of Billings and Payment: Invoices showing a general description of activity and time shall be submitted by SL to Client periodically or upon the conclusion of services upon request. Time billed shall include the time spent in initial contact, selection interviews and/or case consultation prior to the assignment or designation. Outstanding billings together with a reasonable estimate of unbilled pre-court or pre-deposition preparation and court time must be paid prior to deposition and/or court testimony. Check, credit card, or PayPal are acceptable forms of payment. Prompt payment is a material condition of the assignment and SL has the unilateral right to withdraw for reason of delinquent payment. In the event SL withdraws due to delinquent payment, all billings are still due in full.

Payment is not contingent on testimonial qualifications, testimony, or outcome. 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 attorney 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 retain a copy of the Contract for your files and return the original to the address below.

Exhibit B

Billing Rates

Retention Fee: \$1400

Hourly Rate: \$350

Depositions

Local: up to 100 miles one-way. Taken by any party to trial: \$350/hour with a two-hour minimum. A deposit of \$700 shall be paid at least 5 business days in advance of a scheduled deposition. Additional time is \$87 per 15 minutes or part thereof, to be paid at the conclusion of the deposition. If the deposition is cancelled up to twenty-four hours prior to the scheduled date, the deposit shall be refunded. Expenses (including but not limited to travel, parking, meals, etc.) are additional and paid by Client. Travel is \$100/hour, portal-to-portal.

Long distance: In excess of 100 miles one-way. Taken by any party to trial: a flat fee of \$2500/day, each day spent away from the office, plus expenses, to be paid at least 5 business days in advance of a scheduled deposition. If the deposition is cancelled up to forty-eight hours prior to the scheduled date, the deposit shall be refunded. Expenses 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.

Appearance for courtroom testimony

Local: up to 100 miles one-way). \$1800.00 for the first day called to trial, to be paid at least five business days prior to arrival at court, due whether or not SL is called to the witness stand on that day. Appearance on additional days, \$900/day, due upon appearance at court. Exhibit preparation, telephonic pre-trial conference, and local travel (up to 100 miles each way) is included. Exhibits and any additional expenses are charged at cost.

Long distance: In excess of 100 miles one-way: \$2500/day, each day spent away from the office, plus expenses, to be paid at least five business days prior to arrival at court, due whether or not SL is called to the witness stand. Expenses 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.

On call: Where SL is requested to hold a date and be on call for possible testimony, a non-refundable \$750 fee applies, to be paid at least five business days prior. If called on that date, the \$750 will be applied to the flat rate fee of \$1800 as described above.

Any outstanding invoices must be brought current before scheduling deposition or court testimony. Less than 24 hours' cancellation notice will result in a forfeit of the prepayment.

Please initial to indicate that you have read and accept Exhibit B _____

Revised
10/1/15

