

Forensic Economic Services

Economic Analysis | Litigation Support | Expert Testimony

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RETAINER AGREEMENT

This AGREEMENT, made this ____ day of _____, 2023 at

_____ by and between

hereinafter "Client," and FORENSIC ECONOMIC SERVICES, hereinafter "Expert".

That Client retains Expert in the case of:

vs. _____

by a non-refundable payment for a RETAINER FEE of \$ 1,000 to prepare an appraisal and if necessary testimony related thereto, and agrees to pay Expert for his services in accordance with the accompanying FEE SCHEDULE.

Client may notify Expert to stop work at any time and will be liable only for the time worked in excess of the non-refundable RETAINER FEE up to the point Expert receives such notification.

It is agreed that Expert will make his best efforts, but that Expert makes no guarantees and has assumed no liability of any kind whatsoever regarding his appraisal or any matter in which his appraisal may be used, and that he will not give testimony or attendance in court or at any other hearing or meeting with reference to his appraisal unless arrangements as to time and compensation have been previously made.

In the event of any default of the performance of the obligation(s) of Client under the terms of this AGREEMENT, Client shall be required to pay any legal costs incurred by Expert in the enforcement of any provision of this AGREEMENT, including but not limited to, reasonable attorney's fees, court costs, costs of filing, in addition to any other relief to which Expert may be entitled. Furthermore, the parties agree that this AGREEMENT shall be governed by and construed in accordance with the laws of California and that in the event that any dispute which may arise under, or is in any way related to this AGREEMENT, shall be filed and adjudicated in California.

Expert to advise and to seek written Client authorization for new work when their bill reaches \$10,000 and for each subsequent bill that reaches \$10,000.

The undersigned agrees that the balance is due upon receipt of each invoice. Interest charges may be applied on any unpaid balance exceeding thirty (30) days from the date of the invoice and continuing until paid at the rate of one and one-half percent (1 ½%) per month or eighteen percent (18.0%) per annum.

All outstanding balances on invoices must be paid in full prior to our appearance for deposition or court testimony.

IN WITNESS WHEREOF the parties have hereto set their hands on the date first above mentioned.

Forensic Economic Services

Date

Client

Date