



## CONSULTANT RETAINER AGREEMENT/CONTRACT

This agreement is entered into as of the date set forth at the end of the Retainer Agreement by and between **JIM FARMER, dba: JIM FARMER LEGAL SUPPORT & EXPERT WITNESS SERVICE** (hereinafter "Consultant")

And \_\_\_\_\_ (hereinafter "Client(s)").

Case Name: \_\_\_\_\_ Case Number: \_\_\_\_\_ File #: \_\_\_\_\_

Court case filed in: \_\_\_\_\_

Address of Property: \_\_\_\_\_

### A. RETAINER

A.1 Consultant will be available to commence work for a Client and/or their Representative/Attorney upon receipt of Retainer Fee in the amount of **\$3000.00** and Retainer Agreement signed by all parties.

A.2 Consultant agrees not to work for any other person or party involved in this case on matters relating to this case for two (2) weeks after he is verbally retained by Client and/or their Representative/Attorney, or upon acceptance of the Retainer Fee and Retainer Agreement signed by all parties as set forth below. Should two (2) weeks time lapse without receipt of a Retainer Fee and Retainer Agreement signed by all parties from Client, Consultant is free to accept work from any other party.

### B. SERVICES PERFORMED

B.1 Consultant agrees to perform Consulting and/or Expert Witness services as requested by Client and/or their Representative/Attorney and in connection with such services agrees to perform such investigation, documentation review, studies, research and inspections as to be able to consult with Client and/or their Representative/Attorney 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/or their Representative/Attorney and, if desired by Client and/or their Representative/Attorney, Consultant will prepare a written report and cause it to be sent or delivered to Client and/or their Representative/Attorney. Consultant also agrees to assist in trial preparation and to testify as an Expert Witness in those areas in which he is qualified.

B.2 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 and/or their Representative/Attorney.

- B.3** Consultant and Client and/or their Representative/Attorney agree that Consultant will be performing services to this Retainer Agreement as an Independent Contractor CONSULTANT provides services to CLIENT and/or Clients Attorney as an independent CONSULTANT and is engaged by CLIENT and/or Clients Attorney for the purpose of performing consulting and/or expert witness work services as delineated in this Consultant Retainer Agreement.
- B.4** CONSULTANT will perform contracted duties under CONSULTANT's own supervision and time scheduling. Such duties will be performed in the main part at the CONSULTANT's location and under the CONSULTANT's own supervision. Nothing in this engagement shall create an employer/employee relationship between CONSULTANT and CLIENT and/or Clients Attorney.
- B.5** Unless specifically mutually agreed in writing to the contrary, CLIENT and/or Clients Attorney agrees that all right, title and interest (including but not limited to copyright interests) in any work for hire performed for or delivered to CLIENT and/or Clients Attorney shall not transfer to CLIENT and/or Clients Attorney upon payment for the work.
- B.6** Neither Client and/or Clients Attorney or Consultant can assign the rights or delegate the duties created by this Agreement to any person or entity without the express written consent of Consultant or Client and/or Clients Attorney. Unless specifically mutually agreed in writing to the contrary.

**C. CONFIDENTIALITY CLAUSE**

- C.1** Consultant agrees to retain all non-public information obtained from Client and/or their Representative/Attorney as confidential and agrees not to release or discuss any of such information unless Consultant has obtained the prior consent from the Client and/or their Representative/Attorney or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

**D. COMPENSATION FEES**

- D.1** Fees are billed to the Client and/or Representative/Attorney as follows:

**D.1.1** Travel time is at THREE HUNDRED dollars (\$300.00) per hour.

**D.1.2** Testimony at trial or arbitration are at THREE HUNDRED (\$300.00) per hour with a minimum of six (6) hours. This rate applies to office or courtroom waiting time as well as actual time testifying.

**D.1.2.1** There is a seventy two (72) hour cancellation notice required on scheduled Testimony at Depositions, Mediations, Arbitrations and/or Trial or you will be billed for six (6) hours.

**D.1.3** All other work including Research, Report Preparation, Telephone Conferences, Consultations, Depositions, Document Review, Inspections are at THREE HUNDRED dollars (\$300.00) per hour.

**D.1.4** Mileage is at the rate of FIFTY & ONE HALF cent (\$.50.5) per mile outside the Consultant's local area of Moorpark, California.

- D.2** Time is billed from the time of departure from Consultant's office until the time of return to office.
- D.3** Each full day away from Consultant's local area of Oxnard, California is billed on the basis of an eight (8) hour day at the rate of THREE HUNDRED dollars (\$300.00) per hour. Where more than eight (8) hours of work or travel is performed in one day, the actual time is billed. Day of departure and day of return are prorated except for testimony at trial which requires a minimum of six (6) hours.
- D.4** A Retainer Fee of THREE THOUSAND dollars (\$3000.00) is required up front for each case. There is a non-refundable minimum fee of one third (1/3) of the Retainer Fee. Billings for services performed or expenses incurred will be charged against the Retainer Fee until such time as it is exhausted. Fee to be replaced if case continues.
- D.5** 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 Consultant is in receipt of the Retainer Fee paid in full and Retainer Agreement signed by all parties.
- D.6** Notwithstanding the Agreement of Consultant to bill Client at an hourly rate 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 is charged on an hourly basis. The minimum fees and types of services exclusive of travel to which they apply are as follows:
- D.6.1** Attendance at a deposition either to assist Client and/or Representative/Attorney or to testify as an Expert Witness – THREE HUNDRED dollars (\$300.00) per hour.
- D.6.2** Attendance in Court to assist Client and/or Representative/Attorney, testify as an Expert Witness, or while waiting at court for an opportunity to testify or assist Client and/or Representative/Attorney in court – THREE HUNDRED dollars (\$300.00) per hour with a minimum of six (6) hours.
- D.6.3** The above are minimum billings and if actual time spent results in a amount due which exceeds these minimums, then the actual amount will be due.
- D.7** Fees and rates, once established per this Retainer Agreement will not be increased for a period of one year. After being retained for a period of one year, fees may be raised to those currently charged to other Clients at that time, but shall not exceed 10% per year.

**E. OTHER EXPENSES**

- E.1** Travel by car is at the rate of FIFTY & ONE HALF cent (\$.50.5) per mile. No travel expense is incurred in the Consultant's local area of Moorpark, California.
- E.2** Travel will be performed by the most economical means compatible with the Client's and/or Representative/Attorney's time constraints except that first class air travel accommodations will be used for all flights of more than four (4) hours duration including cumulative time where connecting flights are required.
- E.3** Travel and lodging expenses will be billed to Client and will be the Client's responsibility.

## **F. BILLINGS**

- F.1** Billings will be processed at the end of each month. A detailed account is furnished itemizing each charge for the month. Billings from the previous month not paid will be noted as, "Previous Balance". Payments will be made out to Jim Farmer Legal Support & Expert Witness Service and are due within thirty (30) days of the Billing date. Late charges at the rate of 1.5% per month will be added to bills not paid within thirty (30) days.
- F.2** 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.
- F.3** Questions concerning specific billings and requests for corrections must be submitted in writing within thirty (30) days after date of billing in question. After the thirty (30) days time if Client does not make any requests in writing, Client accepts the Billing as stated.

## **G. TERMINATION OF RETAINER AGREEMENT**

- G.1** This Retainer Agreement may be terminated by Client upon fifteen (15) days written notice for any reason. Upon termination of Consultant's services by Client, Client shall immediately pay all fees and expenses incurred by Consultant, subject to receipt of an appropriate bill.
- G.2** This Retainer Agreement may be terminated by Consultant upon fifteen (15) days written notice for any reason and/or if payment is not made within sixty (60) days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

## **H. ENFORCEMENT OF RETAINER AGREEMENT**

- H.1** The parties agree that any action which is required to be filed to enforce the terms of this Retainer Agreement may be filed in Ventura County, California, but this shall not preclude either party from bringing an action in any other county which represents the proper venue for such action.
- H.2** In the event that either party is required to retain the services of an Attorney to enforce the provisions of this Retainer Agreement, then in such cases 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.

## **I. GOVERNING LAW OF THE STATE OF CALIFORNIA**

- I.1** All actions arising out of the performance of this Retainer Agreement shall be governed by the Laws of the State of California.

- I.2 This Contract contains the entire understanding between CLIENT and/or Clients Attorney and CONSULTANT and supersedes all previous Contract regarding the Work whether oral or in writing. Amendments or supplements to the Contract shall not be binding unless in writing and signed by both parties.
- I.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.
  - I.3.1 This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.
  - I.3.2 Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.
- I.4 **SEVERABILITY:** Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the courts' holding.

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

Case Number \_\_\_\_\_

**JIM FARMER LEGAL SUPPORT & EXPERT WITNESS SERVICE**

\_\_\_\_\_  
Jim Farmer, MCI #0004

\_\_\_\_\_  
Date Signed

Address: 13728 Elkton Ct.  
Moorpark, CA. 93021-5008  
County of Ventura

Case Number \_\_\_\_\_

ATTORNEY(S) for CLIENT(S) :

CLIENT(S) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attorney at Law

Clients

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

County of: \_\_\_\_\_

County of: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

ATTORNEY(S) for CLIENT(S) :

CLIENT(S) :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Attorney at Law

\_\_\_\_\_  
Client

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

County of \_\_\_\_\_

County of: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_