

## AGREEMENT FOR SERVICES BETWEEN RECONSTRUCTIONIST AND CLIENT- ATTORNEY

This Agreement is by and between David W. Rochford, referred to herein as "the Reconstructionist" and the client-attorney or insurance company representative, referred to herein as the "client-attorney". The client-attorney is defined as being the attorney, or representative of an insurance company, signing this agreement.

### 1. INVESTIGATION & ANALYSIS

- A. RECONSTRUCTIONIST----- \$ 200.00 per hour  
B. ASSISTANT ----- \$ 75.00 per hour  
(8-hour minimum charge for item 1A for each case)

For investigation, review of data, analysis, calculations, conclusions, reports, and other similar work, and travel time thereto. If an attorney lists the Reconstructionist on a witness list, that attorney is subject to the minimum fee shown in item 1 above, whether or not the Reconstructionist for the case performs any other work.

### 2. EXPERT TESTIMONY ----- \$ 400.00 per hour (5-hour minimum charge for item 2, if testimony is requested)

For testimony and stand-by time for deposition, trial, or other hearings. Time taken for breaks or meals will also be charged. Preparation and travel time will be billed under item 1 above. The minimum fee will be charged when a notice of postponement or cancellation is not received by the reconstructionist at least four weeks in advance of the Reconstructionist's scheduled departure from his office or his home for that event. **The client-attorney is responsible for payment of all fees and expenses for a deposition when those fees and expenses for the deposition have not been paid by the opposing attorney or by others within 30 days after the deposition is given.** All bills for services rendered prior to a deposition or trial must be paid in full prior to testimony being offered by the Reconstructionist.

### 3. EXPENSES

The client-attorney shall reimburse the Reconstructionist for all expenses, for example, costs for phone calls, sending faxes, photography, reproduction of documents, preparation of exhibits, and other reasonable expenditures. For out of town trips, the costs for meals, lodging, transportation, phone calls, and the client-attorney will also pay other similar expenses.

### 4. TERMS OF ENGAGEMENT

The client-attorney is responsible for payment of the Reconstructionist's services regardless of arrangements the client-attorney makes with his own client or with others. Billing for services will be on quarter hour increments. **All fees for services shall be paid in advance of services provided by the reconstructionist.** Should billing become necessary, services and expenses will be billed monthly or at other intervals deemed appropriate by the Reconstructionist. **Payment is due upon receipt of a statement.** An unpaid account is delinquent after 30 days from the date of the initial billing and is charged interest at the rate of four (4) percent per month compounded monthly of the unpaid balance from the date of the initial billing. The Reconstructionist has the right to resign from performing further services for the client-attorney on any and all cases that the Reconstructionist is working on for the client-attorney's firm, due to a breach of contract as a result of non-payment of fees and expenses. Any and all costs of collections are chargeable to the client-attorney. It is agreed that, should litigation become necessary between the reconstructionist and the client-attorney on any matter, the laws of the State of Idaho shall govern and the Court of jurisdiction shall be the District Court of Kootenai County, Idaho. The client-attorney agrees that he/she has examined the credentials of the Reconstructionist and has determined that he is qualified to perform the services requested.

### 5. BASIS OF ENGAGING THE RECONSTRUCTIONIST AS AN EXPERT

The reconstructionist will provide services for the client-attorney as an independent professional for which payment to the reconstructionist is not dependent upon the findings which the reconstructionist renders, nor on the results of any legal action, mediation, arbitration, settlement, contractual or legal obligations of others.

I accept the terms of the Agreement for Services as stated herein:

Print Attorney's Name (referred to above as the Client-Attorney) \_\_\_\_\_

Attorney's Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Style of Case, if filed \_\_\_\_\_

Attorney's Client's Name \_\_\_\_\_