

EXPERT CONSULTING AGREEMENT AND FEE SCHEDULE

CLIENT: The person or firm, who employs the services of the consultant Jack Mears, as an independent contractor.

RETENTION: The consultant is not committed to perform any work for a client until the consultant is retained under the conditions described herein. The consultant agrees not to work for any other person/party involved in the case for a period of ten (10) days after being verbally retained, or upon receipt of the retainer fee set forth herein. Should the ten (10) days lapse without receipt of the retainer fee, the consultant is free to accept work from any other party.

WORK: The consultant agrees to perform such investigation, studies, and research as directed/requested by the client and to verbally advise the client periodically concerning his progress and findings. If desired by the client, a formal written report will be prepared. The consultant also agrees to assist in trial preparation, testify as an expert witness in his areas of qualifications, and to assist the client in other matters within the scope of his expertise. Upon request, the consultant will provide an estimate of the time and expenses required to complete and will proceed with further work only after receiving permission from the client.

FEE: Jack Mears' expert consulting time will be billed at the rate of \$200 per hour (billed in 15 minute increments), weekends and holidays are \$300/hour when required by attorney. A \$4,000 **RETAINER** will be required for all cases. The retainer will be credited to the client's account at the final disposition of the case and is non-refundable. Permission to use the consultant's name in any way, formally or informally, in connection with a case is withheld until the consultant receives the retainer. A client's use of the consultant's name or the performance of work by the consultant at the client's request constitutes an acceptance by the client of these terms and conditions. Fee will not be increased during work on a case in progress, but may be increased for work on new cases. Estimated fees and expenses are required in advance for any work performed outside the Central Florida areas. Rush jobs are \$300/hour if less than 10 working days (for affidavit, opinions, depositions or trial).

TRIAL AND DEPOSITION AVAILABILITY: Depositions, mediation and trials are \$2,000 a day. **A deposit for estimated fees and expenses is required, in advance, for all depositions, mediations and trials.** In addition, in the event a deposition or trial is postponed, continued or otherwise cancelled, Jack Mears must be notified three (3) business days in advance. Failure to notify within this time frame will result in the forfeiture of your deposit. Days held for trial are \$2,000/day (when reserved by attorney).

EXPENSES: Expenses such as (but not limited to) airfare, meals, hotels, rental car, mileage, and reproduction of reference materials/books are additional and are invoiced on an actual cost basis. Vehicle travel provided by consultant is charged at a rate of Seventy cents (\$.70) per mile for motor vehicle transportation. Airfare is charged at coach rates. Copies are \$.30 each page.

TERMS: Services are invoiced on the 15th and the last business day of each month or upon completion of the consultant's work in a case and is due upon presentation of the invoice. We do not operate on a contingent fee basis, nor should an invoice go unpaid until a case is resolved. **Consultant is not dependent on your receipt of payment by your client. The responsibility for payment of all invoices rendered rests with you, including those for depositions taken by either side. All work will be suspended on accounts with an arrearage of over thirty days, and the file will remain on inactive status until such time as the arrearage is brought current. In addition, all accounts must be brought current prior to any trial appearances.** Should collection actions become necessary, a charge of 2% per month of the unpaid balance shall be applied from the day after the date of the invoice. Additionally, a separate invoice will be tendered to the client. Such an invoice will include, but is not limited to, attorney/court fees, travel costs, lodging and meal costs at the location of collection actions. This agreement is entered into the State of Florida and, to the extent permitted by law, this agreement shall be construed, and enforced in accordance with the laws of the State of Florida

VENUE: For any litigation regarding this contract the venue will be Florida.

Any exceptions to this agreement must be agreed to in advance of rendering services and authorized by Jack Mears.

By: _____ Dated: _____
Jack Mears

Agreed to: _____ Dated: _____
Client

Please Print Client's Name:

Please sign and return one copy with retainer check.

Jack Mears
662 Safari Hunt Dr
Sebring, FL 33872
(863) 385-1460
Jan. 2008