

# Christian & Company

MARINE SURVEYORS

## RETENTION AGREEMENT

This contract is between Christian and Co. (“Expert”) and \_\_\_\_\_, (“Client”). “Attorney” means \_\_\_\_\_, attorney for Client.

### A. Scope of Service

Expert agrees to provide expert advice for [insert case name, number], the “Case.” Expert is being retained to (i) analyze information; (ii) provide any drafts and final written report(s) requested by the Attorney in a form suitable for presentation in the Case, concerning [Describe Scope of Work (“Scope of Work”)], if so requested; (iii) provide assistance to prepare Client and/or Attorney for depositions and/or trial if so requested, (iv) provide deposition testimony if so requested, and (v) provide testimony at trial if so requested.

Client agrees that the Scope of Work, time for work to be performed, and any further work beyond the originally described Scope of Work shall be dictated to Expert solely and exclusively by Client’s Attorney on Client’s behalf. Client agrees to be legally and contractually bound to pay for all time and expenses incurred by Expert based on the written and/or oral requests of Attorney pursuant to the Scope of Work as if Client had made the requests to Expert directly, and that disputes concerning the Scope of Work or efforts undertaken by Expert for the Scope of Work at the direction of Attorney are between Client and the Attorney, and do not reduce any payment obligation by Client to Expert. Expert and Client agree that any additional effort by Expert beyond work undertaken pursuant to the Scope of Work must be memorialized between Client and Expert in an additional written undertaking. Client further agrees to direct and require Attorney to provide Expert with sufficient notice of any obligations under this Agreement to allow for scheduling of any meeting, analysis, deposition or trial testimony so as not to conflict with other engagements that may exist for Expert at the time of such scheduling. The work undertaken for the Scope of Work will be performed by or at the direction and supervision of Kells Christian.

### B. Additional Subcontractors.

Expert may, after agreement by Attorney, retain such other personnel as he may consider necessary to assist in the work above-described, or further work agreed upon by the parties. Client will be obligated to reimburse Expert for any expense incurred as a result of retaining such additional personnel or assistance.

### C. Fees.

Client agrees to pay Expert as follows:

1. Costs:

a. Expert's hourly rate for non-testimony time (including travel and/or wait time) of \$200.00 for all work undertaken by Expert or on behalf of Expert.

b. Expert's hourly rate for testimony time (including travel and/or wait time) of \$250.00.

c. Expert's rate for services provided outside of Southern California (defined herein as a drive of not more than 2.5 hours) of \$2000 per day where services, including travel and wait time, exceeds ten (10) consecutive hours.

d. An initial retainer fee of \$1,000.00 will be due immediately with this signed agreement from Client. The shown retainer fee and this signed agreement should be submitted to Christian & Company's office in San Diego, CA promptly in order that work might continue on this matter. The retainer will be applied to the last invoice for the work described in this Contract and any balance of the retainer left after the final invoice is paid will be refunded

e. Expert's expenses, including specifically:

i) All reasonable travel expenses actually incurred. Expert agrees to fly coach, and stay in 3 star rated hotels wherever possible, except that Expert will stay at whatever hotel Attorney is staying in while traveling together unless Attorney provides Expert advance notice to stay at a different hotel. Expert will not travel unless at the request of or with the agreement of Attorney. The cost of travel incurred for more than one matter will be appropriately shared between the matters.

ii) All copy, fax, postage, courier, and long distance expenses actually incurred.

2. Timing of Billing:

Expert will provide an invoice to Client, and copy Attorney, on a monthly basis for all time and expenses incurred to date, including an explanation of the time spent by Expert sufficient for Client to understand the charges, and provide Client and Attorney with copies of all receipts for which Expert seeks reimbursement.

3. Timing of Payment:

Client is obligated to pay in full all invoices received from Expert within five [5] days of receipt, unless within that time period Client has provided Expert with a written statement of dispute concerning any charge appearing on a monthly bill. Fees are not contingent on the outcome of either the report or opinion issued by Expert or the outcome of the case. Any items not disputed within five [5] days are deemed accepted by Client. Client must pay all portions of any invoice that are not in dispute within the

above time period. All payments made in excess of the retainer will be made by check to:

Christian & Co.  
1276 Scott Street  
San Diego, CA 92106

4. Disputed Invoice or Portion of Invoice:

The parties will work in good faith to resolve any dispute over billing within ten [10] days of receipt of a written statement dispute. If the parties cannot resolve any dispute(s) the sum of which are less than \$500, they will carry the dispute until the end of the contracted work and resolve any remaining dispute thereafter. In such case, Client will place into escrow the disputed sum. If the parties cannot within the ten [10] day period resolve any dispute(s) the sum of which exceeds \$500, either party may elect to terminate the contract and pursue the balance owed, if any, to Expert.

**D. Confidential Information.**

If Client or Attorney discloses documents or information or materials to Expert which are confidential, such information must be treated confidentially, and Expert will not disclose it to any person outside of this Agreement unless (i) Attorney advises Expert in writing that it is not confidential information, or (ii) Expert is so directed by a Court of law. If any Court so directs disclosure of confidential information, Expert will notify Attorney immediately to permit Attorney the opportunity before disclosure to seek the protection of the Court.

**E. Liability for Opinion.**

Should any legal expenses be imposed on Expert by any court or arise as a result of rendering services to Client and/or Attorney, Client is responsible for all such expenses, provided that the conduct giving rise to such legal expenses was undertaken with Client's and/or Attorney's expressed knowledge and written consent. Prior to incurring any such legal expenses, Expert agrees to notify Client and provide Client with the opportunity within a reasonable time of such notice to assume direct responsibility for prosecution or defense of any proceeding requiring such legal expenses, with or without a reservation of our right to contest or object to our obligation to do so under this Agreement. Client agrees to indemnify and hold harmless Expert for any liability or sanctions incurred based on the nature of the litigation or the Client's decision to prosecute the action, unless that liability or sanction resulted from a written opinion from Expert.

**F. Applicable Law and Court.**

This contract is governed by the laws of the State of California and any action based on this contract or the fulfillment of this contract, including tort based on the work provided, must be brought in the City of San Diego, State of California.

**G. Agreement Complete.**

This Agreement contains the entire agreement between us with regard to the matters set forth in it. This Agreement may not be altered or amended except by an agreement in writing signed by all of the parties who are signatories to this Agreement.

Signed:

Expert:

\_\_\_\_\_

\_\_\_\_\_

Name

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company

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