

# DYNAMIC ACCIDENT RECONSTRUCTION

6712 SW 139 Street - Palmetto Bay, FL 33158 - (305) 345-5762



RETAINER AGREEMENT (License #A2000-341)

DATE \_\_\_\_\_

CASE \_\_\_\_\_

The undersigned, individually and on the behalf of the firm of \_\_\_\_\_ (collectively, "we"), hereby retains John Buchanan, Dynamic Accident Reconstruction ("DAR")/JWB Private Investigations ("JWB") for professional services in the above case and any other subsequent related case wherein DAR/JWB has been retained by this firm, as follows:

1. We will pay DAR/JWB a retainer as and for a minimum fee of \$ 2500.00 which is to be credited against the final billing. Notwithstanding the receipt of this retainer, it is understood that DAR/JWB is under no obligation to perform any services until this retainer and the original copy of this signed Retainer Agreement are received by DAR/JWB. Upon request of DAR/JWB, from time to time, we shall pay additional retainers required by DAR/JWB which sums will be applied against fees and costs estimated to be incurred. Until these additional retainers are received by DAR/JWB, DAR/JWB is under no obligation to continue performing any services. Upon request of DAR/JWB, we shall pay in advance, estimated costs and fees for travel, lodging expenses and services by DAR/JWB and other technical personnel to perform any work (such as vehicle & accident scene inspections, conferences, testimony, etc.) outside of Miami-Dade County. We shall be directly responsible for and pay invoice of consultants used by DAR/JWB. The same terms in this agreement that apply to DAR/JWB, shall apply to those consultants used by DAR/JWB, except for consulting fees which shall be set by the individual consultant.

2. We shall pay DAR/JWB a fee for services computed as follows: (i) an hourly rate of \$195.00 per hour (ii) for time spent in depositions taken by opposing counsel or court, at the rate of \$250.00 per hour, whether or not requested by us; and (iii) reimbursement for all out-of-pocket costs including but not limited to such items as travel expenses, photographic supplies and services, long distance telephone charges and photocopying charges. All times are portal to portal from the office of DAR/JWB. We believe these fees are reasonable and understand that these rates are valid until otherwise noted. We agree to pay DAR/JWB a \$5.00 per day storage charge for storage of any property or vehicle, including motorcycles and bicycles, stored by DAR/JWB. All CDR/SDM/PCM services will be billed at a flat rate of \$1000.00, animation services will be billed at \$5000.00, these services are in addition to the retainer and hourly rate.

3. Except as provided in the fourth sentence of this Paragraph 3., we shall pay fees in full within thirty (30) days of the billing time. If, after thirty (30) days, DAR/JWB is not notified in writing as to an objection to an invoice, the invoice will be deemed inclusively acceptable for all matters contained in that invoice. We shall pay interest on unpaid fees at the rate of 1.5% per month past due after 30 days. If there is any limitation in the amount to be spent for DAR's/JWB's services in the above case, we will notify DAR/JWB of that amount in writing at time of execution of this retainer agreement. We will pay DAR/JWB all accrued fees and costs prior to the taking of any testimony of DAR/JWB personnel at deposition or trial even if these accrued fees and costs are billed less than 30 days before said deposition or trial. We also understand that any findings of DAR/JWB or other work product of DAR/JWB are the sole property of DAR/JWB. In the event we are delinquent in the payment of any sums due under this agreement, DAR/JWB is under no obligation to continue work on a file until the account is brought current. Furthermore, we agree that DAR/JWB may, in it's sole and absolute discretion, withdraw from our representation in the event of our nonpayment, in the event of our breach of this agreement, or any other reason DAR/JWB believes reasonably requires it's withdrawal. In addition, we agree that upon demand of DAR/JWB, we will make advance payments against future work in such reasonable amounts as required by DAR/JWB. We understand that DAR's/JWB's findings may not be favorable to the position of our client. Nonetheless, we will be fully responsible for these fees and costs, notwithstanding the findings made by DAR/JWB or the outcome of the litigation or any failure of our client to pay us.

4. We hereby authorize DAR/JWB to inspect the accident scene, to inspect any involved accident and exemplar vehicles, and to obtain a scaled color direct overhead aerial photograph whose size should not exceed 40" x 60", and/or a scaled survey of the accident scene, and shall reimburse DAR/JWB for the costs of obtaining these items.

5. We understand that DAR/JWB will not render opinions on this matter before three months following the date when DAR/JWB receives the signed Retainer Agreement and Retainer.

6. We will notify DAR/JWB, within five days after the entry of an order setting trial, of the date of the trial, verbally and in writing. We will also immediately notify DAR/JWB, verbally and in writing, of the time that DAR's/JWB's services should be terminated. Upon conclusion of the matter for which DAR/JWB has been retained, or DAR's/JWB's withdrawal from our representation, we hereby grant DAR/JWB permission to discard any and all original materials, photographs, documents and the like in the possession of DAR/JWB.

7. In the event DAR/JWB must retain an attorney to enforce this agreement, we will pay all costs of collection including DAR's/JWB's attorneys' fees and costs, and we agree to submit to the jurisdiction of the circuit and county courts for Miami-Dade County, Florida.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

