

EXPERT WITNESS RETENTION CONTRACT

- 1) This contract for Forensic Accident Reconstruction consulting and / or Medical Records Review services is made by and between The Accident & Injury Institute (“Expert”), and Client (“Client”). Dr. Greg Hauser is an employee of Expert and acts herein only in such capacity.
- 2) In consideration of such retention and our mutual agreements, the parties agree that Expert will provide the above services subject to any delays due to Acts of God, governmental action or any other causes beyond Expert’s reasonable control. Expert will: Formulate with honesty and due care, and truthfully express Expert’s opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion; however, Expert is under no duty to provide or express opinions if Expert is given time deadlines, or cost-based or other restrictions by Client that would not reasonably allow Expert in good faith to formulate and express his opinions with reasonable care.
- 3) Client’s duties specifically include, but are not limited to: (a) Promptly providing Expert with copies of or access to all non-privileged, arguably relevant documents and evidence in this matter; (b) Being available as reasonably requested to meet with and prepare Expert prior to anticipated/scheduled testimony; (c) Providing Expert with prompt notice of any *Daubert* or *Frye* type motions, motions in limine, or other pre-trial motions made by anyone to restrict, exclude or in any way limit Expert’s testimony or participation in the underlying legal matter; and (d) Promptly notifying Expert of testimonial and other deadline dates. Expert shall have the absolute right to withdraw from the case, without any liability, if Client violates any of the duties set forth above.
- 4) Expert's report will be based on the best information available at the time we concluded the collection of evidence stage of the engagement. Its distribution is restricted to you, and the courts in connection with this matter. Expert will consult with Client as needed to assure timely, effective, and efficient progress of work. Expert cannot promise or guarantee the outcome of consulting services or predict any opinion Expert will form based on the record(s) provided.
- 5) Any file created or maintained for this engagement is Expert's file. If Client wishes to have files or specific materials delivered after termination of our services, it should so advise us. Otherwise, all materials will be transferred to our archives and ultimately will be destroyed according to our records retention policy. In certain circumstances, we have the right not to release our work product to anyone, including Client, and this agreement does not waive that right.
- 6) Expert does not anticipate having any disagreements with Client about the quality, cost, or appropriateness of services, but if any concerns about these matters arise, please notify Expert immediately. Expert would endeavor to resolve any disagreements in a fair and amicable manner. If it is not possible to resolve a dispute by agreement, Client and Expert agree that all disputes or claims of any nature whatsoever, including but not limited to those relating to our fees and the quality or appropriateness of services, shall be resolved by confidential binding arbitration. Client and Expert choose arbitration because it is usually less expensive and quicker than litigation and will preserve all parties’ privacy. All parties agree that this is a consulting services agreement, not an attorney-client fee agreement, so the attorney fee arbitration statutes do not apply.

- 7) Expert will only become retained when Expert receives a Retainer of outlined in "FEE SCHEDULE", deemed earned and payable to Expert (which will be applied against the final billing until it is exhausted), and this signed contract. Expert has no duties to Client until such time. Client will be billed as necessary to replenish the Retainer and/or to pre-pay for immediately anticipated work/expenses. If Client wishes Expert to continue work, Client shall ensure such replenishment or pre-payment in accordance with "FEE SCHEDULE". In general, no work or travel will be done, reports or testimony provided, or expenses incurred unless sufficient funds are in the Retainer. Failure to keep your account current will be sufficient cause to discontinue services, at our discretion, and terminate this agreement. Any unused monies remaining in the replenished Retainer at the end of the case will be refunded.
- 8) Expert will coordinate with Client to minimize travel expenses as much as possible, but Client acknowledges as reasonable, and authorizes Expert to purchase as necessary, full fare refundable airline tickets, reasonable rental vehicle, reasonable lodging and reasonable meals.

FEE SCHEDULE	
Retainer, non-refundable, minimum fee	\$500.00
Non-Refundable CV / Name disclosure fee (included in retainer)	\$500.00
All work done (hour increments)	\$275.00 / hour
Initial Reports usual cost	\$500.00 - \$2000.00
Non-working travel time	\$150.00 / hour
Appearance i.e.(Deposition / Trial etc.) at 2 times base rate (2 hour minimum, paid prior)	\$550.00 / hour
Cancelation must be made 72 hours prior or full fee is payable	
Coach class (Y) for direct non-stop air travel, plus all other usual and customary expenses	Actual cost

- 9) Depositions will be limited to four hours pursuant to Arizona Rules of Civil Procedure 30(d) and terminated if, pursuant to the rule, "the examination is being conducted in bad faith or in such manner as unreasonably to annoy, embarrass, or oppress the deponent or party . . ."
- 10) Payment is due up from one of the client for all time and expenses within twenty (20) days of the invoice. Expert reserves the right to charge a late fee of 2% per month, on all invoices not paid within thirty (30) days of receipt by Client. Client shall pay any and all collection costs, including any legal fees and costs, plus appellate fees, incurred by Expert in connection with the collection of this account.
- 11) This Agreement, which constitutes the entire understanding between the parties, shall be construed under Arizona law as if written by both parties and all services provided in Arizona, where venue and jurisdiction shall lie for any controversy, claim or dispute arising out of or in connection with this matter. Any such controversy, claim or dispute shall be resolved through binding arbitration in Maricopa County, Arizona, in accordance with the then applicable rules of the American Arbitration Association. Any resulting arbitration award will be enforceable in any state or federal court, and the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Greg A. Hauser, DC, FICPA, CICE
 For: The Accident & Injury Institute
 6125 W. Chandler Blvd, Suite 4
 Chandler, AZ 85226
 Federal Tax I.D.: 81-5267877

Name
 For: Company / Firm Name
 Address
 City, AZ Zip Code
 RE: Account name or type