*Date:*

*[Attorney’s Name]*

*[Address]*

Dear *[Name]*:

This correspondence sets forth the terms pursuant to which I am prepared to act as a consultant and/or expert witness for your law firm and your client with regard to the above captioned matter.

I require a retainer in the amount of five thousand dollars ($5,000.00) to initiate any activity on your behalf. The retainer is a down payment on any future services. Consequently, any unused portion is refundable.

My billing rate is five hundred dollars ($500.00) per hour for non-testimonial time. This billing rate applies to all time related to analysis, review of documents, travel, conference calls, preparation of expert reports and affidavits, and any meetings with you and your office, or travel to clients’ facilities or incident sites. My billing rate for testimony in trial or deposition is seven hundred and fifty dollars ($750.00) per hour with a four (4) hour minimum payment in advance.

Any and all expenses related to travel and preparation of exhibits are billed separately at their actual cost.

Invoices are sent at the beginning of every month and prompt payment within twenty-five (25) days is required. Invoices are directed to you but are the responsibility of both your law firm and your client and you are both jointly liable for payment.

I am prepared to sign an agreement consistent with any Protective Order in this case.

Any dispute or claim involving this agreement shall be settled by arbitration in Ingham County, Michigan, under the rules of the American Arbitration Association. Any dispute or claim shall be deemed waived unless arbitration is demanded within ninety (90) days of the occurrence giving rise to the dispute or claim. The arbitrator shall have no authority to change any provision of this agreement; the arbitrator’s sole authority shall be to interpret or apply the provisions of this agreement. The decision of the arbitrator shall be final and binding, and will be the exclusive remedy for any alleged breach of this agreement. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

This correspondence contains our entire agreement and supersedes any prior oral or written understandings and agreements. We can modify it only by a writing signed by both you and your client. This agreement is binding on the successors and assigns of your law firm and your client, it is not assignable by you, and is governed by Michigan law.

This letter is provided to you in duplicate. Please countersign it at the place provided.

Sincerely yours,

S. Paul Singh, Ph.D., CPP

I have read the foregoing and hereby agree to and understand the contents.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Attorney]*

On behalf of *[Law Firm}*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Client]*

*Revised Jan 2023*