

# Forensic Consultation International

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(EIN: 33-0676129)

## FEE AGREEMENT

### 1. Identification of Parties

This agreement is made expressly and directly between **Thomas Streed, Ph.D.**, individually, and doing business as a Forensic Behavioral Scientist/Consultant/Expert Witness (hereinafter referred to as the “**Consultant**”) at Forensic Consultation International, P.O. Box 19250, San Diego, California 92159; and Attorney \_\_\_\_\_, doing business as the law firm, \_\_\_\_\_, (hereinafter referred to as the “**Client[s]**”).

**CLIENT[S] AGREE[S] THAT THIS FEE AGREEMENT IS MADE EXPRESSLY AND SOLELY WITH THE ABOVE IDENTIFIED ATTORNEY[S] AND/OR LAW FIRM[S] AND UNDER NO CIRCUMSTANCES, NOR FOR ANY REASON, WILL THE CLIENT[S] CLAIM THAT ANY OTHER PARTY IS RESPONSIBLE FOR ANY PORTION AND/OR PAYMENT OF THE CONSULTANT’S FEES.**

### 2. Employment of Consultant

By execution of this agreement, and payment of the **non-refundable case minimum retainer**, **Client[s]** retain[s] and employs **Consultant** to act as an independent contractor with respect to \_\_\_\_\_ versus \_\_\_\_\_.

Case No. and/or **Client[s]**’s File No: \_\_\_\_\_.

### 3. Schedule of Fees for Services

<b>Retainer</b> -----	<b>\$3500.00</b>
<b>Hourly Rate</b> -----	<b>\$ 350.00</b>
<b>Deposition /Arbitration / Trial Testimony</b> - Minimum (0 to 4 hours) -----	<b>\$1600.00</b>
(Testimony extending beyond four (4) hours is billed at <b><u>\$400.00 per hour</u></b> )	
<b>Travel per Hour</b> -----	<b>\$ 100.00</b>
<b>Expenses</b> -----	<b>Actual Cost</b>

**CLIENT[S] IS/ARE NOT AUTHORIZED TO DESIGNATE CONSULTANT AS AN EXPERT WITNESS/CONSULTANT UNTIL THIS FEE AGREEMENT HAS BEEN EXECUTED AND THE RETAINER HAS BEEN PAID.**

The **Retainer** is a non-refundable case minimum and **must** be paid before any services are performed. Upon receipt of the retainer, **Consultant** shall provide an initial case review/consultation (Court/Deposition testimony excluded), not to exceed a ten (10) hour time period. After the ten (10) hour time period has elapsed, the **Client[s]** agree[s] to pay the **Consultant's** Hourly Rate.

The **Hourly Rate** is charged for consultation work extending beyond the initial ten (10) hour time period and includes, but is not limited to, [a] review and analysis of all evidence and/or other materials, [b] report writing, [c] consultation with the **Client[s]** and other parties to the action, [d] examination of crime/ incident scene[s], [e] witness interviewing, [f] trial strategy, as well as all other activities reasonably and appropriately requested by the **Client[s]**.

**Deposition and Trial Testimony**, and related costs (i.e. travel time, travel expenses, production of documents, etc.) pertains to deposition and/or trial testimony and standby time. A One Thousand Six Hundred Dollar (\$1600.00) **minimum** for the first four hours (0 hrs. to 4 hrs.) will be charged, unless an accurate time assessment for the deposition and/or trial testimony is provided to **Consultant** at least five days prior to the deposition and/or trial testimony. After the four (4) hour time period has elapsed, the **Client[s]** agree[s] to pay the **Consultant's** hourly rate for deposition/trial testimony of four hundred dollars (\$400.00) per hour.

It is the responsibility of the Client[s] to insure that opposing counsel is informed of these costs. **Client[s]** is/are responsible for payment of any and all unpaid balances and/or disputed balances owed to **Consultant** by opposing counsel for deposition testimony and expenses.

**Travel** time is assessed portal to portal.

**Expenses** may include, but not be limited to [a] travel expenses at actual cost, including, but not limited to air fare, car rental, taxicab fare, parking/toll costs, meals and lodging, incurred on behalf of **Client[s]**; and [b] costs for printing or reproduction of documents, in addition to the expense for telephone calls, facsimiles, and/or mailing charges required in connection with the services rendered on behalf of the **Client[s]**.

#### 4. **Billings**

**Client[s]** agree[s] that invoices are due upon receipt of the billing statement. Invoices thirty (30) days in arrears shall be subject to a late charge of 1 ½ % interest per month on the unpaid balance. All costs incurred by **Consultant** for recovery of any and all unpaid billings will be the responsibility of the **Client[s]**. **Client[s]** agree[s] that in the event of a dispute over the enforcement, or interpretation of this agreement, or non-payment of invoices, the jurisdiction and venue over said dispute shall be in **San Diego County, California**.

**ALL INVOICES SUBMITTED TO THE CLIENT[S] ACCURATELY REFLECT CHARGES ASSESSED FOR ALL WORK PERFORMED BY THE CONSULTANT. THE CONSULTANT WILL NOT INCREASE OR REDUCE INVOICES CONTINGENT UPON THE SUCCESS, OR FAILURE, OF THE CAUSE OF ACTION FOR WHICH THE CONSULTANT HAS BEEN RETAINED.**

## 5. Entire Agreement

This Agreement supersedes any and all previous agreements, either oral or written, between **Client[s]** and **Consultant** with respect to any and all subjects of this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No agreement, statement, promise, or modification not contained in this Agreement shall be valid or binding.

CONSULTANT: \_\_\_\_\_ CLIENT[S]: \_\_\_\_\_  
Thomas Streed, Ph.D. (Attorney at Law)

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

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