

# CRASH FACTS, Inc.

PROFESSIONAL TRAFFIC COLLISION RECONSTRUCTION & EXPERT FORENSIC TESTIMONY

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## AGREEMENT FOR SERVICES BETWEEN RECONSTRUCTIONIST AND CLIENT / ATTORNEY

i. This Agreement is by and between **CRASH FACTS, Inc. / William Edmonds**, herein referred to as "the Reconstructionist" and the Client / Attorney. The Client / Attorney is defined as being the individual / company / corporation / partnership, etc. signing this Agreement.

### FEES - EFFECTIVE JANUARY 01, 2021

1. INVESTIGATION / ANALYSIS / RECONSTRUCTION \$ 150.00 per hour (4-hour minimum)
2. FLAT-RATE "DESK TOP" CASE REVIEW \$ 500.00 flat fee
3. DEPOSITION / ARBITRATION / COURT APPEARANCE \$ 500.00 first hour  
\$ 250.00 each additional hour
4. TRAVEL TIME \$ 100.00 per hour - negotiable for extended travel distances
5. EXPENSES - PURCHASE REPORTS, AIRLINE TICKETS, ETC. \$ ACTUAL COST
6. PER DIEM - APPLIED ONLY TO CASES OUTSIDE 250 MILES OF OFFICE \$ 200.00 DAILY
7. ASSISTANT - AS NEEDED \$ 50.00 per hour
8. MILEAGE \$ 0.50 per mile - negotiable for extended travel distances

ii. **Flat Rate "Desk Top" Case Review** includes a complete submitted case file review with a verbal and (if requested) written report. It does **NOT** include any travel time, scene visits, vehicle inspections. Travel time, scene visits, vehicle inspections, any field investigative work will be billed at the Investigation / Analysis / Reconstruction per hour rate. **Cases involving more than three (3) vehicles, FATALITIES, MAJOR COLLISIONS, and DRIVING UNDER THE INFLUENCE are not eligible for the Flat Rate Program.**

iii. For **Deposition / Arbitration / Court appearance and testimony** or any other hearing, actual time begins at the time specified to be at the proceeding whether or not the proceeding begins on time or the Reconstructionist is called at the time specified, and continues until the Reconstructionist is dismissed by the Client / Attorney. The first-hour fee **SHALL** be paid in advance or at the beginning of the proceeding before the Reconstructionist will offer any testimony. The first-hour fee will be charged when a notice of postponement or cancellation is not received by the Reconstructionist at least two (2) full working days prior to the Reconstructionist's scheduled departure from his office or home to the proceeding. **All bills for services rendered prior to a legal proceeding must be paid in full by the Client / Attorney prior to testimony being offered by the Reconstructionist.** iv. **Travel time** will be charged in addition to any actual time accrued for Items 1 and 3 above. Travel time will not exceed 5-hour maximum charge per trip for cases within Texas.

v. **ADDITIONAL EXPENSES**, i.e., purchase of Traffic Collision Reports, Road Department Maps, Air Line Tickets, Hotel Room, Court Exhibits, Research Preparation, etc., shall be billed at the ACTUAL COST and reimbursed by the Client / Attorney. vi. **PER DIEM** - applies ONLY to cases OUTSIDE of 250 miles of San Antonio, TX. Per Diem shall be billed at \$200.00 per day and shall be **PAID IN ADVANCE** by the Client / Attorney to the Reconstructionist.

### vii. TERMS OF ENGAGEMENT

1. **The Reconstructionist is NOT to be considered retained until appropriate retainer fees have been paid and/or the Reconstructionist agrees to accept the case. The Client / Attorney SHALL NOT utilize the Reconstructionist company name or personal name in any legal documents or proceedings until appropriate retainer fees have been paid and/or the Reconstructionist has agreed to accept the case.**
2. The Client / Attorney shall be responsible for payment of the Reconstructionist's services regardless of arrangements the Client / Attorney makes with his / her own client or with others. Billings for service will be in one-quarter (1/4) hour increments. Services and Expenses will be billed every 2 weeks or at other times deemed appropriate by the Reconstructionist. Payment is due upon receipt of the statement. Any unpaid account is delinquent after 30 days from the date of billing and will accrue a late fee at the rate of 5% per month on the unpaid balance. The Reconstructionist has the right to resign from performing any further services for the Client / Attorney on any and all cases that the Reconstructionist is working on for the Client / Attorney's firm, due to a breach of contract as a result of non-payment of Fees and Expenses for service. All Fees and Expenses still owed will become immediately due and payable.
3. It is agreed that, should litigation become necessary between the Reconstructionist and Client / Attorney on any matter, The Laws of the State of Texas shall govern and the Court of Jurisdiction shall be the Guadalupe County District Court located in Seguin, Texas.

### viii. BASIS OF ENGAGING THE RECONSTRUCTIONIST AS AN EXPERT

The Reconstructionist will provide services for the Client / Attorney on an "Independent Contractor" basis. Payment to the Reconstructionist **IS NOT** dependent nor contingent upon the findings the Reconstruction renders, nor the results of any legal action, arbitration, mediation, settlement, or contractual legal obligations of others.

I accept the terms of this AGREEMENT FOR SERVICES as stated herein:

Print Client / Attorney's Firm Name (referred to as the Client / Attorney above) \_\_\_\_\_

Client / Attorney For Firm Signature \_\_\_\_\_ Date of Signature \_\_\_\_\_

If an Attorney / Insurance Company - provide your Client's Name, Case Number, Date of Loss, etc. (Use additional sheet if preferred)

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Retainer Fees are required for certain cases. The Reconstructionist will advise you in advance.

**AGREEMENT 01/01/2021**