## FEE SCHEULDE & ENGAGEMENT AGREEMENT

Cause No.
Case Style:

- 1. Services are billed at \$250/hour for review of documents, research, analysis, evaluation, conference, preparation, and other work specific to expertise. Customary expenses of travel, accommodations and meals are billed at cost. Actual travel time will be billed at \$125/hour.
- 2. A \$2,500 (10 hours) retainer is required in order to begin work and will be credited against the final invoice.
- 3. Billing is on a 30-day cycle and is due upon receipt and overdue after 30 days. Interest is due after 30 days @ 1% per month.
- 4. Deposition or court testimony time is billed in half-day, \$1,500, or whole day, \$2,500 increments, whichever time is estimated. In order to schedule deposition or court testimony, prepayment must be received in our office five business days prior to scheduled appearance. In addition, all outstanding invoices must be brought current before scheduling deposition or court testimony. Less than 72 hours' cancellation notice will result in a forfeit of the prepayment.
- 5. Attorney Client signing below agrees that it is responsible for all fees and expenses incurred and Mr. Walker is not obligated to seek payment from any third party.
- 6. Attorney Client signing below agrees to be responsible for all charges regardless of the outcome of the case.
- 7. Mr. Walker may terminate this agreement for cause at any time with two days' advance written notice. Mr. Walker shall be paid for all work and services performed and all materials delivered through and until the effective date of termination.
- 8. In the event of delinquency of these fees and expenses, Mr. Walker reserves the right to terminate this agreement. The fact that substitute expert witnesses or litigation support is unavailable for substitution in pending litigation is not grounds for prohibiting Mr. Walker from withdrawing from such engagement.
- 9. In the event that Mr. Walker brings an action to recover any unpaid fees and costs due hereunder, he shall be entitled to an award of his attorney's fees and costs incurred in any such action. Mr. Walker shall also be entitled to reimbursement of any non-litigation collection costs and fees incurred by it in recovering unpaid fees and costs due hereunder.
- 10. Laws of the State of Texas shall govern this Agreement, and the venue for the Agreement is Tarrant County, Texas.
- 11. This written agreement contains the sole and entire agreement between the parties pertaining to the subject matter herein. No modification or waiver of this agreement shall be binding unless executed in writing by both parties hereto.

Attorney Signature		J. Cody Walker
Firm	Funeral Expert, LLC	For
Date		Date