Cost of Services and Contract for Services (Effective August 1, 2008)

1. Prior to any service being rendered, an advance non-refundable payment/retainer of $900 is required. This will be applied toward three (3) hours of examination time. This retainer binds us to you and allows you to use our name, credentials, reputation and work product in the matter at hand. The payment should accompany the submission of the evidence, at such time as a commitment is made to provide services, when our name is used in any legal matter such as disclosure or we are discussed with the opposing side as an expert witness.

2. All subsequent services, document examination, report preparation, and court preparation time is billed at a rate of $300.00 per hour.

3. It is often difficult to estimate in advance the amount of time (or incidental expenses) that might be involved in an attempt to resolve a particular problem. A non-binding preliminary projection of charges and costs can usually be made shortly after submission of all relevant materials.

4. A non-refundable retainer of $2400.00 (8 Hours) is required at the time I am notified of a court appearance. This retainer will be applied toward the production cost of court chart illustrations necessary to support my testimony.

5. Court Appearances and Depositions are billed at a minimum of $2,400.00 per day.

6. Court Appearances and Depositions not canceled within 72 hours of the scheduled appearance are subject to my minimum $2,400.00 billing.

7. Time spent in travel will be billed at a reduced rate of $100.00 per hour.

8. Any miscellaneous expenses will be billed in addition to the rates listed above.

9. I will accept direct payment from your client, however you or your law firm are responsible for all fees.

10. All bills are due within 45 calendar days of the billing date. A charge of 10% on the balance due will be assessed after the 45th calendar day.

11. The laws of Maryland will control any disputes and no terms are waived unless done so in writing.

12. By submitting the retainer you and you law firm have agreed to all the above terms and accept responsibility for any outstanding bills. In the event of any litigation for collection of expert fees, you agree to pay reasonable attorney fees, expenses and costs related to collection of expert witness fees.
Re: Forensic Document Examination

Dear _________________, Re:

Pursuant to our telephone conversation, your firm is interested in retaining my services as a forensic document examiner in the above referenced matter.

Your firm is retaining me as an expert to work under your direction and report directly to you. As such, I will review certain facts and examine materials pertaining to this matter and, as requested, render to your firm consultation and independent opinions concerning those facts and materials and that I will be unable to render to you an independent opinion concerning the issues in this case until that review and examination is completed. It is therefore, also understood that I may or may not render an opinion that is favorable to your client’s interest. It is expressly understood that my opinions will be independent and truthful, and will not in any way be tailored to my understanding of the interests of your client and/or your firm in this proceeding.

My cost of services, which includes a 900.00 initial retainer that will be applied to the initial three (3) hours of work, is attached to this letter and is incorporated herein by reference. By signing a copy of this letter and returning it to me, you agree that your firm will ensure payment for my services in accordance with the attached cost of services.

I understand that, in connection with the above-described activities, all relevant communications between or among me and the members of your firm, as well as my work on this matter, shall be regarded as privileged, as work product and as confidential and made solely for the purpose of assisting counsel in giving legal content of any such oral or written communication. I further agree not to disclose any information gained from records or other documents I examine or prepare in this matter, or permit inspection of any such papers or documents.

It is further understood and agreed that all previous communication had, and all materials provided to me previously, if any, in connection with this engagement are subject to the provisions of this letter.

If the terms of this agreement comport with your understanding, please sign the enclosed copy of this letter and return it to the undersigned. I look forward to working with you.

Very truly yours,

Robert W. Lesnevich
Forensic Document Examiner

AGREED TO:

(FIRM NAME)

By: _________________

Date: _________________