



Non-Litigation Professional Services Retainer

RETAINER AGREEMENT: This Agreement acknowledges the employment of Automotive Consulting Group, and Jim Amundsen (hereinafter "Consultant") by _____(hereinafter "Client") and the fee arrangement by which Automotive Consulting Group will represent Client in the following matter: **"Agreement for Professional Expert Services"**.

Client understands that Automotive Consulting Group cannot guarantee the results of any proceeding and acknowledges that no representations have been made by Automotive Consulting Group about the outcome of this matter.

CONSULTING FEES: Consulting fees for representation of Client in this proceeding are based upon the following hourly charges: \$95 an hour for and not limited to: Appraisal, Inspection, Pre-Purchase, Diminished Value and Research Services.

Client will be charged at the above rates for all time spent on this matter. An upward adjustment may also be made to the normal hourly charge for special demands made upon Automotive Consulting Group including difficulty, whether the work is of an emergency character, results achieved and inability to represent other clients.

COSTS AND EXPENSES: In addition to legal fees, Client is responsible for payment of costs incurred and disbursements made on Client's behalf including, but not limited to, photocopying costs, long distance telephone charges, postage, and fees and expenses for any experts hired on the Client's behalf. Client agrees to pay all of expert fees and expenses in advance. Client specifically understands that Automotive Consulting Group will not advance any expert fees and expenses.

RETAINER: A retainer of \$760.00 (8 hours x \$95.00) is required prior to commencement of any Consulting services for Client. The retainer will be applied against future billings. Automotive Consulting Group will refund the unused portion, if any, of Client's retainer upon completion of all work on Client's file. If a retainer is expended and remaining work is needed, client agrees to issue another Retainer payment to Automotive Consulting Group in an amount to be discussed and agreed upon by both parties, dependent on the degree of difficulty of client's issue and estimated time needed by Automotive Consulting Group to fully represent client's best interest and reach the best possible outcome for client. Work will resume once additional is paid. Failure to pay additional needed retainers disqualifies client from further assistance on claim until retainer is paid.

PAYMENT OF FEES: Client will be responsible for the prompt payment of all fees and costs incurred in excess of the retainer. Absent other arrangements made in writing, payment is due immediately upon receipt of the billing statement. Charges not paid by the last business day of the month after billing was issued are considered delinquent and will bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate allowed by law, whichever is less. In the event Automotive Consulting Group must take legal action to collect Client's account, Client expressly agrees to pay all collection costs, including reasonable Attorney fees.

EXAMPLE



SERVICES TO BE PERFORMED: Automotive Consulting Group will charge Client for services which will include, but are not limited to, the following: (1) telephone contact with Client, Attorneys and other relevant persons; (2) case correspondence; (3) document preparation; (4) research; (5) office conferences; (6) appearances and inspections; and (7) travel time to and from locations away from Automotive Consulting Group's office (8) Expert negotiation services. Services are billed to Client on the basis of time expended. Each party to a value dispute has available certain alternatives which will affect the amount of time and money expended in the proceeding. Since the time spent on each matter varies, as does the nature and amount of work necessary to achieve a desired result, Automotive Consulting Group makes no guarantee that the initial estimate will be the full estimate needed to resolve client's issue. This is due to the great variation needed in each claim as to the extent of the research and service or the total amount of fees and expenses which Client's case will require. ACG guarantees to provide our expert services to protect client's best interests and outcome to our full ability without abandoning client's claim.

WITHDRAWAL OF CONSULTANTS: Client understands and expressly agrees that Automotive Consulting Group may withdraw from representation of Client at any time if Client fails to honor the fee arrangement therein set forth including, but not limited to, payment of fees and expenses on a timely basis; fails to cooperate in the preparation of the valuation; fails to make a full and complete disclosure of the facts and circumstances relating to the case; or otherwise takes any action which impedes the ability of Automotive Consulting Group to provide adequate and ethical representation.

THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN CONSULTANT AND CLIENT. AUTOMOTIVE CONSULTING GROUP ADVISES THE CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.

I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement and have received a copy of the same. I agree to retain Automotive Consulting Group in accordance with the terms and conditions of this Retainer Agreement.

Client Printed Name _____ Client Signature _____ Date _____

In consideration of the foregoing, I hereby agree to provide representation in the above matter.

AUTOMOTIVE CONSULTING GROUP INC. BY _____ Date _____