

Scott Patterson
Home and Building Inspection Consultant
Expert Witness Agreement

The work of Scott L. Patterson is being performed in accordance with the prevailing rate chart as listed below under Professional Fees, plus cost. A retainer of \$ _____ is due prior to any additional work. We do not attend depositions or trials unless all past work is paid and any prepayments are made. We may cease work if work is unpaid.

More details are found in the following text.

SLP means Scott L. Patterson and his employees and agents.

Client or You mean those who are employing the services of Scot L. Patterson, his employees or agents.

Note: If you are a lawyer or a company. Scott L. Patterson (SLP) is acting as an expert witness or as a consultant for you. SLP is not providing services to any party you may have as a client, does not occupy the role of co-counsel with you, and does not have a client-lawyer privileged relationship with your client.

The matter involved is your request regarding: _____

PROFESSIONAL FEES:

Document review/research fee	\$110 per hour
Report writing fee	\$85 per hour
Travel time fee	\$75 per hour
Depositions fee	\$130 per hour, minimum of 4 hours
Court time fee	\$600 per half-day

At any time, CLIENT may tell SLP to cease work and return unused retainer funds.

REQUIRED RETAINER:

The CLIENT must pay an initial retainer of \$ _____. No work is done until the initial retainer of \$ _____ is received by SLP.

Of this initial retainer:

- A. Half will be held on deposit and applied to the first work done.

- B. The remaining amount will be held on deposit and applied to the last work done. This final portion of the initial retainer will be held on deposit and applied only to the final billing of professional services.

- C. Any excess held in retainer account, after payment of the final billing, will be returned to CLIENT at that time.

TIME CHARGES AND BILLING POLICIES: Time will be billed for all time involved relative to the case, including but not limited to preparation time, court waiting time, stand by time and travel time except for items set out in OTHER AGREED ITEMS@ at the end of this agreement. When items or information such as depositions, historical summaries and references are forwarded to SLP, time will be expended, and charged for, in reviewing and examining these materials. It is therefore to your benefit to organize the materials before sending them to SLP, so that we do not have to spend unnecessary time organizing the materials.

The payment for all work, waiting time, and costs, will be the responsibility of the CLIENT. There will be a periodic, approximately six month, review by SLP of the file and its development as long as the case or project is active and SLP has not received written communications from the CLIENT placing the case on hold, and requesting that no further work be done after that point.

Time and costs incurred by SLP to provide copies of materials for discovery information for either the CLIENT or an adversary in litigation will be billed to the CLIENT, and pre-payment may be required before delivery. If SLP personnel are deposed or required to testify before a court or administrative tribunal by the opposition through a subpoena or otherwise, the CLIENT will be fully responsible for payment of any charges or costs thereby generated in the same manner as if the CLIENT had placed the order for such services.

SLP does not agree to, and will not, attend depositions or trials unless: (1) all past work is paid (including predisposition and pretrial preparation time before leaving for the city of deposition/trial); and (2) prepayment is made for:

(a) \$ _____ which is for an estimated preparation and time in deposition or trial testimony.

(b) The estimated cost of travel, meals, and lodging, plus expenses

(c) For trials: The fee is charged by the half-day, the first half starts at 8:00 AM (Or as stated on docket). The second half of the day starts at 1:00 PM.

(d) The estimated time of travel (* note exceptions, if any, in Other Agreed Items at the end of this agreement.

Deposition and trial prepayments are only based on estimates for time and expenses. After the deposition or trial, a bill will be sent by SLP to the Client, for the excess over the prepayment of the actual time and expenses, or a refund will be made by SLP of any excess of the prepayment over the actual time and expenses.

The time for trial or deposition preparation (or for trials or deposition testimony time), frequently exceeds the amounts of the minimum prepaid time estimates above. Time exceeding the prepaid time value of the minimum charges will be charged.

EXTRAORDINARY TIME REQUESTS: At SLP sole option and without notice: there will be a 20% surcharge for complying with document review requests or other time requests when the requests or necessary materials to be reviewed are received less than 10 working days before report deadlines, scheduled depositions or trial testimony; a 30% surcharge will be charged when requests or necessary materials are received less than 7 work days before an associated deadline.

PROJECT EXPENSES: Long distance telephone calls, fax transmissions, and postage from SLP office are not charged to you. United Parcel Service, Federal Express or other courier expenses are charged. Lodging and meal expenses are charged.

At the time a file is closed, a minimum administrative file charge of \$75 will be charged. That amount is intended to cover normal charges of selecting and sending requested materials to the CLIENT, 60 days storage and then destruction of file materials at the end of the 60 days, and the normal miscellaneous phone calls and correspondence involved in ending the case.

Because of scheduling which suddenly may require Scott Patterson to be in one city rather than another before leaving for work for CLIENT, it often is impossible to know exactly in advance the places and times from which air travel will depart; therefore, CLIENT can expect air travel may be charged for at the rate of fully refundable tickets for coach class. Mileage using SLP vehicles is charged at \$.40 per mile. Costs items may be billed at cost, or at cost plus a markup of 15%, if a markup is appropriate to cover time and expense not otherwise billed separately for making the arrangements for the service or item. (For example, when SLP has had to spend time not otherwise separately billed: markup may be added to charges from providers for research and report materials, copying, printing, reproduction, and shipping charges other than UPS; legal research or computer time provided by service providers to SLP as part of the research and development effort; charges for items to be used for demonstrative evidence or visual aids at depositions or trials.)

AIR TRAVEL TIME: We try to provide an arrangement for which you can budget. For travel to places over 300 miles from Jackson, Mississippi, air fare and trip expenses will be charged, along with appropriate ground transportation as needed. There is no charge for time traveling to/from the airport, for waiting at the airport, or for air carrier delays that extend the scheduled air travel time.

MATERIALS/EVIDENCE STORAGE: Storage for bulky materials/evidence requiring storage, or for materials that the CLIENT requests be stored after SLP is no longer active in the case, will be charged at cost rates commensurate with volume. Insurance for stored materials/evidence is the CLIENTS responsibility. After SLP is no longer active in the case, the materials will ordinarily be stored only for three months, and then destroyed.

PAYMENT: Bills will be submitted monthly. They are due upon receipt. Payment is not contingent upon the results of litigation settlements or judgments. SLP has the option and the right to withdraw from any further association with the CLIENT, and do no further work, in the event the CLIENT fails to pay after the payment is due or if there is any unpaid billing before any deposition or trial.

The party initiating or commissioning SLP work is the CLIENT of SLP. The CLIENT will be responsible for payment to SLP. SLP does not agree that any third party, such as litigants, insurance companies, and adversary attorneys will be the responsible paying party. SLP provides services only directly to the CLIENT. The CLIENT of SLP may have another entity or person for whom CLIENT is providing services, but that person or entity is only a third party as far as SLP is concerned. No direct billing of third parties will be made. If payment is not received at SLP within 30 days from the SLP invoice date, an interest charge will be added as of the billing date. The interest charge will be at an interest rate of 12% per month, which is reducible to the maximum rate permitted by the state in which the CLIENT resides.

Other Agreed Items:

ACCEPTED: _____ DATE: _____

Please return by mail or fax

Scott L. Patterson
200 Sagewood Cove
Ridgeland, MS 39157-2601
601-898-4504 Office
601-898-9889 Fax