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Mount Laurel, NJ 08054

Equity Reconstruction LLC
Accident Reconstruction and Consulting

ACTAR #2087

NJ Licensed Private Investigator 9717

Services and Fee Agreement

1. The Parties:

This contract for crash reconstruction consulting services in connection with the matter involving _____ only, is made by and between Equity Reconstruction, LLC (“Expert”), and the undersigned client/law firm (“Client”). Michael J. Rizol Jr. is the principal of Expert and acts herein in such capacity. The parties agree as follows:

2. Services:

Expert is an independent professional and will formulate all findings with honesty and due care, and truthfully express opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion; however, Expert is under no duty to provide or express opinions if Expert is given time deadlines, or cost-based or other restrictions by Client that would not reasonably allow Expert in good faith to formulate and express his opinions with reasonable care. In consideration of such retention and our mutual agreements, the parties agree that Expert will provide the requested services subject to any delays due to causes beyond Experts reasonable control. Payment to the Expert is neither dependent upon any findings which Expert renders, or the outcome of any legal action, mediation, arbitration, the amount or terms of any settlement, or the contractual arrangement between the Client and any other person or party. It is impossible to provide any promise or guarantee about the outcome of the legal action for which expert is being retained. Thus, nothing in this agreement, or any statements made by expert, constitutes a promise or guarantee of any particular result or outcome.

3. Retainer:

A Retainer of \$2,500.00, of which \$500 shall be non-refundable, is to be paid upon execution of this Agreement. The retainer will be applied to Expert’s final invoice, with any unused amount refunded to Client. Client will be billed as necessary to replenish the retainer and/or to pre-pay for immediately anticipated work/expenses. If Client wishes Expert to continue work, Client shall ensure such replenishment or pre-payment. In general, no work or travel will be done, reports or testimony provided, or expenses incurred unless sufficient funds are in the Retainer. Expert will only become retained when Expert receives a retainer of \$2,500, and this signed Contract. Expert has no duties to Client until such time.

4. Fees:

You, as the hiring Client, are Expert’s client. Thus, you are responsible for the payment of all fees outlined below. All invoices must be paid in full prior to Expert’s appearance for deposition, arbitration, or trial testimony.

- a. Consulting Fees: \$200 per hour for all activities. This includes review of case documents, review of depositions, investigation, research, consultation, preparation for deposition and trial testimony, oral or written reports, or any miscellaneous tasks requested by Client. Consulting fees will be billed in tenth of an hour increments.
- b. A fee of \$250.00 per vehicle for all EDR downloads will be charged in addition to the hourly fee stated above.
- c. Travel Time: \$100 per hour, billed as “portal to portal” billed in tenth of an hour increments.
- d. Trial Testimony: \$250 per hour. This includes all court time, stand-by time including time taken for breaks or meals. Trial court appearances are billed at a 4-hour minimum, billed in tenth of an hour increments after initial 4 hours if further time is required. Travel time will only be billed for travel over 20 miles from Mount Laurel, NJ.
- e. Depositions Testimony: \$250 per hour. This includes all court time, stand-by time including time taken for breaks or meals. Deposition time billed at a 3-hour minimum, then billed in tenth of an hour increments after initial 3 hours if further time is required. Travel time will only be billed for travel over 20 miles from Mount Laurel, NJ.

- f. When opposing counsel requests a deposition, and the opposing counsel will be responsible for the appearance fee, the minimum fee (\$750.00) must be received three business days prior to the deposition. If the fee is not received within the allotted time, we will reschedule the appearance upon receipt of payment. Payment for any time beyond the three-hour minimum is due upon completion of the deposition. If the opposing Client is designated to pay the deposition costs and fails to them, the Client will be responsible for the bill.
- g. Rescheduling and Cancellation of court or deposition: The minimum fee will be charged when a notice of postponement or cancellation is not received by Expert by email or phone at least 24 hours in advance.
- h. All bills for services rendered prior to a deposition or trial must be paid in full prior to testimony being offered by the Expert. This includes the minimum fee for that day's testimony.
- i. Out-of-area travel: Travel which requires overnight stay is billed at \$2,000 per day which will include no more than ten hours of consulting and/or testimony time. Out-of-area is defined to mean more than one hundred miles away from Mount Laurel, NJ.
- j. No Contingency Fees: After a case is closed or settled, fees are not available for retrospective negotiation and cannot be linked in any way to the outcome of the case. Contingency fees are unethical and unacceptable.

5. Expenses:

All ordinary and necessary costs are fully reimbursable, including charges for photocopying, express mail, exhibit preparation, and other similar expenses. Out-of-area travel, including expenses reasonably and necessarily incurred for out of area travel, will be billed. This includes meals, lodging, ground transportation, parking, etc. All will be billed at actual cost and copies of bills will be attached to Expert's invoice.

- a. Air travel: Business class air travel is expected on all flights over two hours in duration. Preference will be given to direct flights, if available, regardless of cost.
- b. Auto mileage: Travel by auto (mileage) will be billed at the rate of 56 cents per mile for all travel greater than 25 miles from Mount Laurel, NJ.
- c. Lodging: Hotels will be booked at the best rate available at a "full service" hotel (Hilton, Marriott, Hyatt, Holiday Inn, etc.)

6. Payment Policy:

Client will be billed monthly by Expert. Payment is due upon receipt of Expert's invoice and shall be considered delinquent if unpaid for more than thirty (30) days of the date of the invoice. Accounts thirty (30) days delinquent will be charged interest of 1.5% per month on all amounts past due. Expert reserves the right to suspend all work and refuse delivery of further services or reports until outstanding balances over thirty (30) days old are paid in full. Also, in the event that a bill remains unpaid for sixty (60) days, in addition to other rights available to Expert under this Agreement, Expert will have the unrestricted right to terminate this Agreement without any liability to Client. If legal or other expenses are incurred in the collection of outstanding amounts due, such expenses will be added to any outstanding balance.

7. Client's Representations and Warranties:

- a. Client has had the opportunity to review Expert's curriculum vitae, investigate and verify Expert's credentials, and agrees that Expert is qualified to perform the services described herein.
- b. Client will provide Expert with all relevant non-privileged documents related to the Expert's services. If not provided with these documents, Expert cannot and will not render an opinion.
- c. Client will be truthful and forthright in all his or her dealings with Expert.
- d. Client will immediately notify Expert of all Daubert or Frye or other similar admissibility challenges or other pre-trial motions made by anyone to restrict, exclude or in any way limit Expert's testimony or participation in the underlying legal matter.
- e. Client will adequately prepare Expert prior to any testimony. This means Client will meet with Expert at a mutually convenient time and place to prepare Expert no less than twenty-four hours before Expert's testimony is to be given. If necessary, Expert's preparation can occur telephonically or by other electronic means. If Client does not adequately prepare Expert, Expert can withdraw without any liability to Client.
- f. Client will notify Expert, by phone, no less than 24 hours after a case settles. If not so notified, Client will remain responsible for all additional fees incurred until such notification is made.

- g. Client will provide ample notice to Expert of all days and times where Expert's services will be required to avoid any scheduling conflicts. This means that the Client will contact Expert beforehand to schedule any depositions or arbitrations and will notify Expert of any trial dates where Expert's testimony will be required as soon as set by the court.
- h. Client will secure Expert's advance approval and input regarding any discovery responses (i.e., interrogatories, requests for admissions, etc.) pertaining or related to Expert's opinion.
- i. Client will abide by all codes of ethics applicable to his or her practice. If Client is charged with any ethics violations, the expert can withdraw his services without further liability to Client.

8. Termination of Services:

- a. If Client fails to meet any of Client's obligations, representations or warranties under this Agreement, Expert shall have the right to terminate this Agreement, and Client shall take all steps necessary to free Expert of any further obligations, including without limitation and execution of any documents necessary to complete Expert's discharge or withdrawal.
- b. Client shall have the right at any time to terminate Expert's service without cause upon written notice to the Expert, and Expert shall immediately after receiving such notice cease to render additional services. Such termination shall not however, relieve Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination. Any unused refundable portions of the provided retainer shall be returned to the Client within 10 days.

9. Additional Terms:

- a. **Governing Law/Forum:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The venue hereby agreed to is the federal or state courts of proper jurisdiction in Burlington County, NJ.
- b. **Limitation on Liability:** Expert is not liable to Client for any incidental, consequential, "business loss," or punitive damages, nor for any amount greater than the fees paid to Expert pursuant to this Agreement.
- c. **Independent Contractor Relationship:** The relationship between the parties will be that of independent contractors. Nothing herein will be construed as creating or constituting a relationship of employer/employee, franchiser/franchisee, principal/agent, partnership, or joint venture, between the parties.
- d. **Modification:** This Agreement may only be modified in writing and signed by both parties.

I accept the terms of the Agreement for Services as stated herein:

Michael J. Rizol Jr.
Print Name:

Print Name

Signature:

Date:

Signature:

Date:

Michael J Rizol Jr., Principal
 Equity Reconstruction LLC
 200 Walt Whitman Ave. #1582
 Mount Laurel, New Jersey 08054

Client/Authorized Signer for: Law Office of

Print Law Firm Name

Print Law Firm Address