



FORENSIC ANALYSIS & ENGINEERING CORPORATION

Service Retainer Agreement

National Headquarters:
3401 Atlantic Avenue, Suite 101
Raleigh, NC 27604-1665
(919) 872-8788 / (919) 872-8660 - Fax

Mid-Atlantic Regional Office:
P.O. Box 159
Hampton, VA 23669
(757) 265-9333

Southeastern Regional Office:
1420 Celebration Blvd., Suite 200
Orlando, FL 34747
(407) 351-6789 / (407) 926-6804 – Fax

Gulf Coast Office:
P.O. Box 794
Ocean Springs, MS 39655-0794
(228) 282-4717

Northeast Regional Office:
P.O. Box 898
Portsmouth, NH 03801
(603) 427-0111

This signed agreement confirms that FORENSIC ANALYSIS & ENGINEERING CORPORATION (FAEC) has been retained by the undersigned to provide consulting engineering, failure analysis, graphic animation, site investigation, accident reconstruction and/or factual investigation services in the following matter: _____

The undersigned hereby acknowledges that he or she has the authority to retain FAEC to provide the aforementioned services and this retention has been made with the full consent of his or her law firm, company or client.

The nature and scope of the services to be provided by FAEC shall be agreed upon between the parties prior to the acceptance of the assignment and commencement of any work by FAEC. All services provided by FAEC shall be provided on a fee and expense basis in accordance with the FAEC rate schedule in effect on the date of execution of this document, A Copy of Which is Attached.

The undersigned, as a duly authorized representative of the firm, guarantees payments of all fees and expenses for the services to be provided by FAEC. The undersigned further acknowledges that payment shall be made in a timely manner in accordance with the following terms and conditions:

1. An initial retainer fee **To Be Determined** will be due immediately and payable by you upon FAEC's acceptance of this assignment from you. The amount of said refundable retainer will be discussed and agreed prior to commencement of the case assignment by FAEC. Please call our nearest office location for determination of the retainer fee. The retainer fee and this signed agreement should be submitted to FAEC'S corporate office in Raleigh, NC promptly in order that work might continue on this matter. ***This retainer will be held and applied to the final invoice issued to this specific file. Any balance of the retainer left after the final invoice is paid, will be refunded.***
2. FAEC will submit to the undersigned client or other authorized representative service invoices on or about the end of each calendar month. ***All service invoices are due and payable immediately upon receipt and no later than 15 calendar days from the date of issue, or the client's bill will be subject to an applied Late Payment fee of \$35.00 per whole or partial month the payment is late in being received by FAEC.***
3. ***The undersigned hereby guarantees payment of any invoiced charges for services provided, expenses incurred and late fees accrued on any past due service invoice.***

4. FAEC will make every attempt to minimize the cost of all expenses incurred on the client's behalf. Any expenses incurred in the handling of any assignment shall be charged by FAEC at actual cost plus a 15% handling and carrying charge or in accordance with FAEC's currently published rate schedule.
5. FAEC reserves the right to submit any invoices, which are ninety (90) days, or more past due to a collection agency or an attorney for collection. In the event it becomes necessary to retain a collection agency or an attorney to collect any past due invoices, the undersigned will be held responsible for any collection agency or attorney fees and court costs related to collection efforts in addition to any amounts past due. If it becomes necessary, the proper venue for any suit for collection will be in the location of FAEC'S home office, WAKE COUNTY, NORTH CAROLINA.
6. ***The undersigned hereby agrees that all invoices shall be paid in full and in a timely manner without regard to the investigative findings, testing results, deposition or trial testimony provided, the findings of any litigation procedure or any failure of a third party, client or related interest, to pay the undersigned.***
7. FAEC may receive and otherwise be exposed to confidential and proprietary information relating to its clients and their cases. FAEC acknowledges the confidential and secret character of client information, and agrees that the information shall remain confidential and proprietary information.

By my signature below, I confirm that I have read and understood the above Service Retainer Agreement and that I agree to abide by the stated and implied conditions for retaining FAEC'S services in the above matter.

Firm/Company _____
Business Address _____
City _____ State _____ Zip Code _____
Phone No. _____ Fax No. _____ Case No. _____
Printed Name _____ Signature _____
Title _____ Date Signed _____

Once completed please return to:

FORENSIC ANALYSIS & ENGINEERING CORPORATION

3401 Atlantic Avenue, Suite 101 - Raleigh, North Carolina 27604
(919) 872-8788 or (800)-224-3595 (919) 872-8660-fax
FEDERAL IDENTIFICATION NO: 59-1152131

“ESTABLISHING WHY” since 1966 ~

FORENSIC ANALYSIS & ENGINEERING CORPORATION

SERVICE FEE SCHEDULE

Clerical / Data Entry Support.....	\$50.00/ hour
Project Coordinator/Project Support	\$85.00/ hour
Information Research / Data Management Specialist.....	\$85.00/ hour
CAT Field Admin Support, Laboratory / Field Technician	\$89.00/ hour
Engineering / CADD Technician.....	\$90.00/ hour
Computer Graphics / Graphic Artist / Animation Specialist	\$125.00/ hour
Safety and Health Specialist	\$125.00/ hour
Fire Origin & Cause Investigator	\$145.00/ hour
Certified Industrial Hygienist.....	\$145.00/ hour
Staff Engineering Specialist	\$145.00/ hour
Principal Fire Origin & Cause Investigator	\$155.00/ hour
Principal Certified Industrial Hygienist	\$185.00/ hour
Principal Engineer/Consultant	\$195.00/ hour
Principal Metallurgist.....	\$195.00/ hour
Senior Principal Engineer/ Consultant.....	\$230.00/ hour
Forensic Specialist (dependent on qualifications).....	To Be Quoted
Officer / Senior Principal Engineer	\$230.00/ hour
Officer / Senior Principal Technology Engineer/ Consultant	\$240.00/ hour
Officer / Senior Principal Forensic Consultant.....	\$295.00/ hour

Rates are applicable for consultation, research and travel.

Deposition and trial appearances are pre-billed at a minimum effort base of \$1600.00 plus expenses. Base includes up to 4 hours appearance and travel time. Payment is required 7 days prior to the scheduled deposition or trial. Additional appearance time beyond the four hours will be clocked and billed at FAEC Service Fee Schedule rates including the conditions contained therein.

REIMBURSABLE CHARGES

Catastrophic Response Team (CRT) Mobile Office RV Usage Fee per month (3-4 persons).....	\$6950.00
Travel Expenses (airfare, taxi, parking, lodging, etc.).....	COST + 15%
Personal Automobile /Truck Mileage	\$0.75/ mile
Telecommunication Services (i.e. mobile phone calls/Fed-Ex)	COST + 15%
Priority and Express Mail	COST + 15%
Photos:	
Original, 1st set (file copy)-Print Film	\$2.00/ print
Reprints from negative (included in/with report)	\$0.80/ print
Color Laser Reproduction (1 or more photos per page)	\$2.60/ page
Metallurgical Specimen	\$18.50/ print
Digital Photographs (captured on CD)	\$2.00 per image
Digital Photographs – 2 nd set (printed).....	\$.45 per image
Video:	
Tapes (one hour length).....	\$12.00/ tape
Camera and Equipment (digital)	\$49.00/ day
Copies:	
8.5 x 11 or 14 black and white	\$0.40/ copy
11 x 17 black and white	\$0.60/ copy
Prints:	
24" x 36" blue or black line.....	\$2.50/ sheet
Oversize – blue/black line	\$0.50/ sq.ft.

SPECIALIZED TESTING AND LABORATORY USAGE FEES

Lab equipment and usage fees.....	\$49.00 per day
Specialized equipment and lab fees are case dependent and will be quoted upon request.	

BILLING GUIDELINES

All assignments will be billed at the end of FAEC's participation in the case, or monthly, whichever comes first. **All retainers are held and credited against the final invoice charges.** All invoices are Net 15 days. Invoiced amounts not paid within 30 days of the invoice date will be subjected to a **late charge of 1.5% month** for each month the payment is late.

TECHNICAL PHOTOGRAPHIC SERVICES

35-mm microphotography (minimum 1 hour).....\$189.00/hour*
 35-mm macro photography (minimum 1 hour).....\$189.00/hour*
 *plus direct charges for film, film processing and prints

Digital micro-imaging (minimum 1 hour).....\$160.00/hour*
 *includes one set of prints; additional copies are charged at the rates quoted below

DIGITAL SERVICES

Image Analysis

Qualitative or quantitative image analysis using customer-supplied photographs or image files (CD, disk or via e-mail) (minimum 1 hour).....\$149.00/hour

Digital micro-imaging and image analysis (minimum 1 hour).....\$189.00/hour*
 *includes one set of prints; additional copies are charged at the rates quoted below

Scanning and image enhancement

Scan and enhance photographs (minimum 1 hour).....\$149.00/ hour
 Enhance photo images (supplied by customer via e-mail or on CD or disk)
 (minimum 1 hour).....\$149.00/ hour

Digital printing

Digital printing of scanned and/or enhanced images from 35 mm photographs.

	<i>First copy</i>	<i>Additional copies</i>
1 image per page	\$2.49	\$1.49/copy
2 images per page	\$3.99	\$2.99/copy
Add'l images per page		\$1.99 ea

PREPARATION OF POWERPOINT @ SLIDE PRESENTATIONS

(Minimum 1 hour).....\$109.00/ hour*
 *includes preparation of text, table, chart and graph slides from customer's notes or outline and incorporation of digital images (scanned, enhanced and/or digital micro-images)

ARCHIVING

Archive image files to CD-R.....\$45.00/CD + labor

FAEC EVIDENCE STORAGE FEE SCHEDULE

PRICES ARE EFFECTIVE JANUARY 2010 AND ARE SUBJECT TO CHANGE.

ITEM SIZE	CONTAINER SIZE	MONTHLY FEE	YEARLY FEE*
Mini	Up to 1.0 cu ft	\$22.00 ea.	\$220.00
Small	1.1 – 1.7 cu ft	\$28.00 ea.	\$280.00
Medium	1.8 – 2.5 cu ft	\$40.00 ea.	\$400.00
Large	2.6 – 4.0 cu ft	\$55.00 ea.	\$550.00
Extra Large	4.1 – 6.0 cu ft	\$70.00 ea.	\$700.00
Pallet – Standard	6.1 – 7.2 cu ft	\$85.00 ea.	\$850.00
Pallet - Oversized	Very Tall & Long	\$95.00 ea.	\$950.00
Pallet - Oversized	Very Heavy	\$110.00 ea.	\$1100.00
Extra Large Items	Special	TBD	TBD
Automobile	Sub or Full Size	\$125.00 ea.	\$1250.00
Pickup Truck	All Sizes	\$125.00 ea.	\$1250.00
SUV	All Sizes	\$125.00 ea.	\$1250.00
Light Truck	3-5 Axles	\$125.00 ea.	\$1250.00
Boat on/off Trailer	Up to 25 ft/LOA	\$150.00 ea.	\$1500.00
Boat Trailer	Up to 40 ft/LOA	\$150.00 ea.	\$1500.00
¾ Wheelers	Indoor Storage	\$50.00 ea.	\$500.00
Motorcycles	Indoor Storage	\$50.00 ea.	\$500.00
Pers. Water-Craft	Indoor Storage	\$60.00 ea.	\$600.00

**Discount given if paid in advance*

***Protective covers are provided at cost + 10% + labor to install*

All evidence storage fees will be billed to the client of record for a minimum of one-quarter year (3 months) in advance. Charges are accrued at the monthly rate shown above and will be billed separately or included with the next case file invoice. Special long-term storage rates, if required, will be discussed on a case-by-case basis.

Revised 1/02/10