

# FORENSIC ANALYSIS & ENGINEERING CORPORATION

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:  
5401 Kirkman Rd, Suite 310  
Orlando, FL 32819  
(407) 351-6789 / (407) 926-6804 - Fax

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

## *Service Retainer Agreement*

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 of \$3,000.00 will be due immediately with this signed agreement from each client. The shown retainer fee and this signed agreement should be submitted to FAEC'S office in Raleigh, NC promptly in order that work might continue on this matter. ***This retainer will be held and applied only 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 30 days 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 service invoice 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 12% 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 sixty (60) 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**

***“THE ACCIDENT RECONSTRUCTION & LOSS ANALYSIS EXPERTS” ~***