

ENGINEERING SERVICES AGREEMENT

John Hamilton Engineering

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Professional Engineer:

John Hamilton MSME
PE

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John@jhengineer.com

Licensed in:

Arkansas

The parties in this agreement are John Hamilton Enterprises, hereinafter referred to as the Consultant; and _____ hereinafter referred to as the Client. The conditions of the contract are as follows:

1. It is specifically understood that the obligation to pay the Consultant is that of the contracting Client, not his/her client.
2. The Client agrees to the fee schedule of:

- Consultation, site investigation, analysis, report	\$175/hr
- Deposition and trial	\$ 250/hr
- Travel	\$ 125/hr
- Staff (clerical etc)	\$50/hr
3. A \$1000 non-refundable retaining fee and the completed Engineering Services Agreement are required before the Consultant commences work on the case.
4. The Client will prepay for airline tickets and hotel/motel expenses for site visits, depositions, trials and any other travel that may be necessary. The Consultant must receive a trial retainer of \$1000.00 two weeks before the trial date. If the total for the trial is less than \$1000.00 the difference shall be refunded to the Client. The minimum charge for deposition time and trial time, excluding travel, is a 3 hour charge for each deposition or trial. Accounts must be paid in full prior to deposition and court appearance.
5. All other out of pocket expense for travel and approved purchases by the Client for special equipment or rentals will be paid within 30 days.
6. All invoices must be paid within 30 days from the invoice date. Total credit limit will be established by John Hamilton Enterprises, Inc., and may be modified based upon payment history. The Consultant has the option to charge interest on all past due amounts over 30 days, at the maximum rate permitted under Arkansas Law. The Client agrees that unpaid invoices that extend over the 60-day period will give the Consultant the option to dismiss himself as a designated expert in the case. The Client's unpaid balance on all invoices up through the date of dismissal is still owed to the Consultant. Accounts must be paid in full prior to deposition and court appearance. The Consultant shall stop all work for the Client with unpaid invoices that extend over the 60-day period and will not resume until all invoices are paid in full.
7. The Client agrees that all invoices from the Consultant will be paid regardless of whether the case is lost, won, or settled out of court. Although John Hamilton Enterprises, Inc. shall perform quality engineering services, John Hamilton Enterprises, Inc. cannot guarantee that its findings and expert testimony will be admissible in a court of law due to the ruling in the matter of Daubert v. Merrel Dow Pharmaceuticals, Inc. and its related line of cases.
8. It is understood that Consultant's work will be performed and results furnished in an objective, factual manner with no guarantee that the results will coincide with the position advocated by the Client.
9. GOVERNING LAW. This contract shall be interpreted and enforced in the State of Arkansas. Client agrees and does hereby submit to the jurisdiction of the appropriate state or federal court either in Franklin County, Arkansas, or United States District court for the Western District of Arkansas.

10. Client agrees to stay abreast of all current applicable laws and rulings regarding admissibility of expert testimony. Client further agrees to make Consultant aware of any motions or challenges filed in regards to consultant's testimony.
11. Client agrees to allow consultant to review any motions filed by the client in regards to the consultant's testimony.
12. Project spending will be budgeted (at client request) in phases to be worked out between client and consultant

(Client Signature)

John Hamilton Enterprises, Inc. (Consultant)

(Printed)

Date: _____

Date: _____

Please Type or print Case Name Here: _____

John Hamilton Enterprises case Case # _____