



**Showalter Property Consultants**

13 Greenwood Shoals, Grasonville MD 21638

410-827-5912 Home/Office 410-827-5913 Fax

**Letter of Engagement for Inspection Consulting Services**

\_\_\_\_\_, 2008

Dear \_\_\_\_\_,

This letter confirms that you have retained me to represent you in connection with the following matter:

\_\_\_\_\_ vs \_\_\_\_\_, Case pending before the Circuit Court for the County \_\_\_\_\_ County, State of \_\_\_\_\_.

Pursuant to our agreement, I will provide services to you as an independent professional. Payment to me for the services I provide is not dependent upon my findings, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between you and any other person or party. This agreement is subject to change after one year, including but not limited to fees and mileage charges. Written notices will be issued if such changes are made.

My minimum engagement fee for services and naming me as an expert witness is One Hundred Fifty dollars (\$150.00), which shall be due at the time you sign this letter and return it to me. You may not identify me as either a testifying or non-testifying expert until such time as the engagement fee has been paid. This fee is non-refundable.

In the event a deposition date or court date is determined an additional fee of \$1500.00 per day is required. Billings for services performed or expenses incurred shall be charged against the engagement fee until such time as it is exhausted. Once the fund is exhausted additional fees of \$1500.00 shall be paid prior to any additional service. Cancellations must be in writing and received within 48 hours of the scheduled deposition or court case or fees will be charged as agreed to for a half day of full day. In the event of a last minute deposition fees must be paid at the end of the deposition by the party requesting the deposition. A minimum fee of one half day for a deposition or court hearing will be charged after the 48 hours cancellation date has passed. Any time spent reviewing the case will also be deducted from the

Any fees remaining after services are rendered shall be returned to Client-Attorney. You agree to compensate me for services rendered as follows:

**Fees for my services:**

Except as outlined herein, I shall be paid by you at the rate of \$150.00 (one hundred fifty dollars) per hour for all tasks performed under this agreement, including but not limited to analysis, calculations, conclusions, preparation of reports, and necessary travel time. Fees will be billed by quarter of an hour, with a minimum charge for any discrete task of one quarter of an hour.

For testimony at deposition or trial, I shall be paid at the rate of \$150.00 per hour, to be billed in hourly increments. This rate for testimony shall apply both while I am waiting to give testimony, whether at an office or court and for time taken for breaks or meals, as well as for time spent actually giving testimony.

**Graphic Design, Video and Exhibit Preparation:** You also agree to reimburse me for time spent preparing graphics or exhibits at the rate of \$150.00 per hour, regardless of who performs the associated services. In the event that I outsource the preparation of graphics or exhibits, you shall reimburse me for the actual cost of the outsourced services, plus a five percent (10%) handling fee; however, the fee for outsourced services shall not exceed the rate of \$150.00 per hour without your approval. The fees outlined in this paragraph do not include the cost of materials.

You agree to reimburse me for expenses as follows:

- Travel by Car: 50.5 cents per mile;
- Travel by Air or Train: The actual cost of the round-trip ticket, plus a ten percent (10%) handling fee.
- Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at market rates.
- Lodging: For any travel of more than eighty (80) miles from my office, I shall be reimbursed for the cost of meals and lodging, plus a ten percent (10%) handling fee.
- Car Rental: In the event of travel beyond the local area, I shall be reimbursed for the cost of a mid-sized rental car and any associated expenses, plus a ten percent (10%) handling fee.
- If I am not granted access to a dwelling for evaluation, for reasons beyond my control I will still be paid for time and travel.

Unless you otherwise instruct, or unless refundable tickets are not available, I will purchase refundable tickets for any necessary travel. Should you request that I purchase non-refundable tickets in order to travel at a lower cost, or if refundable tickets are not available, you shall reimburse me for the cost of any non-refundable ticket at the rate outlined herein whether or not the ticket is used.

You may avoid the ten percent handling fee associated with certain travel expenses by arranging to directly purchase round-trip travel tickets on my behalf and by arranging for the direct payment of any car rental expense, lodging, and meal expenses by your office.

You have had the opportunity to investigate and verify my credentials, and you agree that I am qualified to perform the services described in this contract.

You are responsible for all payments as outlined in this contract, regardless of any arrangement you may have with any party or parties you represent. I will issue bills on a monthly basis, or whatever other interval I deem appropriate. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, I shall have the unrestricted right to resign from performing additional services for the Client-Attorney, you and your firm on any and all cases that I am working on for your firm.

This agreement shall be interpreted under the laws of the State of \_\_\_\_\_ . Any litigation under this agreement shall be resolved in the trial courts of \_\_\_\_\_ County State of \_\_\_\_\_.

Your signature below represents your agreement with the terms set forth herein. Please return a signed copy of this letter to my office, along with the required engagement fee.

Sincerely,

Stephen L. Showalter; Showalter Property Consultants

13 Greenwood Shoals, Grasonville MD 21638

410-827-5912 Home/Office 410-827-5913 Fax

410-570-6430 Mobile

[sshowalter@verizon.net](mailto:sshowalter@verizon.net) email \_\_\_\_\_

Please complete section below

**I, Client-Attorney accept the terms of this agreement and complete financial responsibility and agree all payments will be made to Showalter Property Consultants within 10 days of service.**

Date \_\_\_\_\_

**Client-Attorney;**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

**Client-Attorney;**

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax# \_\_\_\_\_

Email \_\_\_\_\_