

NATIONAL TRANSIT SERVICES LLC

Expert Witness Retention Contract

1. Parties

This contract is between National Transit Services, LLC (Timothy Borchers) ("Expert") and _____ (the "Client") concerning the underlying legal matter of _____.

2. Retention

Expert will be retained by Client only after this contract is signed by both parties and the initial non-refundable retainer specified in paragraph 4.b. is paid. Expert has no obligations to Client until these conditions are met.

3. Expert's Fees and Expenses

The fee for all time spent by Expert on the case is \$350 per hour. This includes research, consultations, document review, analysis, testing, discovery responses, report writing, testifying, and preparation for testimony. Time is tracked and invoiced in 0.5-hour increments.

Overnight travel will be billed at \$2,450 per day on-site. Client will cover all reasonable out-of-pocket expenses including travel, lodging, meals, testing, research, copying, and storage.

Deposition locations should consider the Expert's base location where possible.

4. Payment Terms

All payments should be made to National Transit Services LLC. Full payment details including mailing address and banking information are provided on invoice. Expert's taxpayer identification information will be provided via IRS Form W-9 upon request.

- The non-refundable retention retainer is as agreed at the time of retention (typically between \$5,000 and \$10,000 depending on the scope and complexity of the matter). This amount is the minimum fee due to the Expert and is earned upon receipt. Expert will invoice against this retainer as work progresses.
- Expert will invoice Client at least monthly.
- All invoices are due within 30 days, or sooner if specified in this contract.
- Overdue invoices will incur interest at 1.5% per month.
- Fees for reserved testimony time and preparation must be paid in full at least 5 business days prior. Expert is not obliged to reserve time or testify unless payment is received as specified.
- Client is responsible for collecting deposition fees from other parties. If court orders reduce Expert's deposition fees, Client will still pay the full fee specified in paragraph 3.

- Expert will invoice Client upon completion of report(s). Full payment is required before releasing report(s) to Client or any other party.
- Outstanding fees and expenses for work performed must be paid before scheduled testimony. Expert is not obliged to testify until paid in full.

5. Fees for Late Notice Cancellation or Rescheduling of Testimony

Client understands that late notice cancellation or rescheduling of Expert's testimony results in damages that are difficult to quantify. Therefore, cancellation and rescheduling fees as specified in paragraphs 5.c and 5.d apply.

- Fees in paragraph 4.f. are 100% refundable if testimony is canceled or rescheduled with at least 3 business days' notice.
- If canceled or rescheduled with 1 or 2 business days' notice, Expert may retain 10% of the amount from paragraph 4.f. The remaining amount can be applied to future testimony or refunded.
- For same-day cancellations or rescheduling, or if testimony is shorter than reserved, Expert retains 100% of the fee specified in paragraph 4.f.
- Client is responsible for non-refundable travel expenses incurred by Expert due to cancellation or rescheduling.

6. Duties of Client

Client's duties include:

- Adhering to professional conduct rules.
- Making payments as specified in paragraphs 4 and 5.
- Providing Expert with access to all relevant non-privileged documents and materials.
- Notifying Expert of all parties and attorneys in the case for conflict of interest checks.
- Promptly notifying Expert of any motions to limit or exclude Expert's testimony.
- Obtaining Expert's approval for accuracy in documents summarizing Expert's qualifications, methodology, opinions, and anticipated testimony.
- Being available to meet with Expert before anticipated testimony.
- Notifying Expert of when and where testimony is requested.
- Informing Expert of any relevant issues promptly.
- Notifying Expert of the settlement or final adjudication of the underlying legal matter.

7. Duties of Expert

Expert's duties include:

- Accurately representing credentials.
- Formulating and expressing honest opinions in areas of qualification.
- Ceasing work and informing Client if unpaid fees exceed \$15,000 until further approval is given.
- Not providing opinions under unreasonable deadlines or restrictions.
- Preparing a written report if requested by Client, subject to 7.d.

- Meeting reasonable deadlines requested by Client, subject to 7.d. and external circumstances.
- Preserving evidence unless written permission for destructive testing is given.
- Being available to testify on reasonable notice.
- Being available to consult with Client on reasonable notice.
- Exclusively working with Client unless mutually agreed otherwise.
- Checking for conflicts of interest within 30 days of receiving the list of parties and notifying Client of any conflicts that preclude further involvement.

8. Expert's Right of Withdrawal from Case

Expert may withdraw from the case without liability if Client violates any duties specified in paragraph 6 or if:

- A conflict of interest is discovered.
- Legal restrictions could be seen as practicing without a license.

9. Withdrawal

Notice of withdrawal under paragraph 8 must be in writing. Client remains liable for all accrued but unpaid fees, expenses, and interest.

10. Termination

This contract can be terminated by written notice to Expert, by Expert's withdrawal, upon Client's no longer being involved in the legal matter, or upon settlement or final adjudication. Client remains responsible for all sums owed.

11. Document/Evidence Retention

Expert has no duty to retain documents, reports, evidence, transcripts, exhibits, emails, electronic files, or other materials from the legal matter for more than 30 days following termination. Expert will return records and evidence at Client's expense if requested in writing within 30 days following termination.

12. Airline Flights

All flights taken by Expert will be direct or non-stop, coach class where possible. When flying Southwest Airlines, fares will be Choice, Choice Preferred, or Choice Extra. Expert will select the most reasonable fare available, considering schedule and travel requirements.

13. Disputes

Any controversy, claim, or dispute arising from this contract will be resolved through binding arbitration per the rules of the American Arbitration Association in the Expert's domiciled state. The state law governing the Expert will apply. The arbitration award is enforceable in state or federal court. The prevailing party in arbitration or court will recover reasonable attorney's fees and costs. Client is responsible for attorney's fees and expenses associated with Expert's efforts to collect monies owed.

14. Miscellaneous

Neither party may assign its rights or duties under this contract without the other's prior approval. Performance is subject to acts of God, death, disability, government authority, disaster, or emergencies. Termination may occur for these reasons by written notice. Waiving a term does not waive the right to enforce other terms. This contract represents the entire understanding between Expert and Client. The signing individual warrants authority to bind Client.

15. Additional Provisions (check all that apply)

- Expert Unavailable: Expert is unavailable during the following time frames:

- Business Class Flights: Flights over 4 hours shall be business class, or first class if business class is unavailable.
- Split Hourly Rate: Hourly rate for other employees or subcontractors of National Transit Services, LLC is \$225/hr for Professional Engineers and \$175/hr for all others.
- Scope of Work: Client requests an opinion in the following area(s):

- Additional terms attached as "Appendix A."
- The following additional terms apply: _____

16. Future Engagements

Client agrees that if additional matters arise involving similar subject matter or related systems, Client will offer Expert a reasonable opportunity to consult or serve as expert prior to engaging another expert in the same specialty.

SIGNATURES

Expert: _____ Date: _____

National Transit Services LLC

Client: _____ Date: _____

Client Name/Firm: _____