



FORENSIC SUPPORT SERVICES CONTRACT

This agreement is made in on the date indicated on the signature page, by and between **Forensic Consultant Dr. Ray Franco, PhD., P.E., CFEI** and the client below:

Client Name:

Client Firm or Company:

Street Address:

City, State, Zip:

Regarding the matter of:

Date of Loss:

File No.:

Date services to begin:

hereafter referred to as “Client.”

For the purpose of guiding and assisting Client, **Dr. Ray Franco, PhD., P.E., CFEI hereby** agrees to provide consulting services and expert witness services to Client in the matter named above and to provide the services of **Forensic Electrical Engineering Analysis, Facts and Opinions**, on an hourly basis subject to the following terms and conditions:

1. Any and all information obtained as a result of consulting work pursuant to this contract will be considered privileged and confidential and will not be disclosed except to the client or to his designee (unless directed otherwise by the courts).
2. Subject to **Dr. Ray Franco, PhD., P.E., CFEI** approval, consulting services shall be rendered at times and places as Client may request. Services rendered by **Dr. Ray Franco** for Client are provided as an **independent contractor**, not as employees, agents, or servants of Client. Client shall have no authority to and shall not bind or obligate **Dr. Ray Franco** in any manner whatsoever. Client shall not make any representations in respect to **Dr. Ray Franco's** opinions except as **Dr. Ray Franco** may specifically authorize.
3. Client agrees that **Dr. Ray Franco**, in performing its functions in accordance with his objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. Client will indemnify and hold harmless **Dr. Ray Franco** for any claims arising from professional opinions rendered pursuant to this agreement.
4. This contract shall become effective upon execution by both Client and **Dr. Ray Franco**. Either party may terminate this agreement by written notice to the other.
5. In consideration for services rendered, Client agrees to pay **Dr. Ray Franco, \$225.00** per case hour, **\$225.00** per hour travel, and **\$325.00** per hour for legal proceedings including court appearances and depositions. Services shall include the accumulation of time, reported in quarter hour increments, spent in the performance of services rendered in accordance with this contract, including travel on client's behalf.

6. Client shall reimburse **Dr. Ray Franco** for all expenses including travel expenses incurred as part of the performance of the services according to the terms of this contract. Where appropriate Client will pay expenses in advance (i.e. airfare, rental vehicle, or hotel costs).
7. Vehicle travel outside of Warren County, Mississippi will be assessed at **.54** cents per mile. All out of pocket expenses will be billed to Client at cost.
8. Court appearances/depositions will be assessed at a minimum of eight hours. For services provided when a hotel stay is required, a minimum of twelve hours will be billed for the day the hotel stay is required.
9. **Dr. Ray Franco** reserves the right to utilize the services of staff personnel whose hourly rate may be lower or higher than that of the principal named above, when appropriate. In the event that **Dr. Ray Franco** deems it necessary to use the services of additional experts, Client will be consulted prior to the engagement of these individuals.
10. All services rendered by **Dr. Ray Franco** in reference to this contract will be chargeable to Client, including but not limited to: travel, evidence examination, analysis and testing, design and set-up of experiments/testing, and consulting with individuals and entities as designated by Client, including adverse parties and their attorneys. Discovery depositions taken by adverse counsel are generally considered to be the responsibility of counsel calling for the deposition, but Client agrees to cover any deposition fees or costs in the event that adverse counsel fails to pay. **Dr. Ray Franco** will make all reasonable efforts to obtain payment from adverse counsel in advance. Depositions will not be given if fee arrangements are not fully paid in seven business days in advance. Client agrees to pay the standard hourly rate of **Dr. Ray Franco** as a result of any work done under this contract, even in the event that one or more counsel chose to characterize **Dr. Franco** as a **“fact witness.”** **Dr. Ray Franco** renders services on a time and materials basis only. Client specifically acknowledges that **Dr. Ray Franco** does not accept consulting work of any kind on a contingent basis. Client agrees to pay **\$325.00** per hour for 8 hours each scheduled day, in the event the scheduled deposition or court appearance of **Dr. Ray Franco** is postponed or cancelled without 5 business days written and/or electronic notice.
11. Client agrees to keep **Dr. Ray Franco** informed regarding the status of the case. Client shall inform **Dr. Ray Franco** of any reliability challenges or motions *in limine* regarding opinions expressed by **Dr. Ray Franco**, and will provide **Dr. Ray Franco** with copies of any proposed responses to such motions. Client agrees to pay all cost associated with retention and associated cost of **Dr. Ray Franco** obtaining the services of subject matter expert attorneys/staff in assisting with any reliability challenges or motions in *limine* regarding opinions expressed.
12. **Dr. Ray Franco** shall submit an itemized statement per invoice. All invoices are due upon receipt. The Client agrees to pay all associated cost, including attorney fees, for collection actions in the event the client fails to pay for services rendered.
13. **Dr. Ray Franco** shall maintain reasonable communications with the client and provide a written status report within 15 business days after a report is requested.

The below signed individuals have read and agree to the terms and conditions of this Contract and agree to its execution effective on the date below:

Name: Dr. Ray Franco, PhD., P.E.

Name:

Signature:

Ray Franco

Signature:

Title:

Professional Engineer

Title:

Date:

Date:
