



Knox & Associates, LLC

Forensic Consulting *We Bring Truth to Light*

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POLICIES, TERMS, CONDITIONS & RETAINER AGREEMENT FOR TRAFFIC ACCIDENT RECONSTRUCTION SERVICES

Effective September 23, 2011

Knox & Associates, LLC, provides forensic consulting services in accordance with the policies, terms, and conditions listed herein. Knox & Associates reserves the right to change or amend its policies, terms, conditions, and fees without notice. However, the policies, terms, conditions, and fees agreed upon at the inception of the case shall remain in effect for the duration of that case until final billing. Reinitiating a case after final billing will be done according to the policies, terms, conditions, and fees in effect at the time the case is reinitiated.

1.) General Obligations of Knox & Associates, LLC

Knox & Associates, LLC, provides forensic consulting services, which include documentation, testing, analysis, reporting, and expert testimony. Knox & Associates, LLC, does not perform investigations except with respect to fulfilling the professional mission of forensic consulting. As such, Knox & Associates, LLC, relies substantially on client-supplied information and documentation, as well as on documentation from third-party sources. Knox & Associates, LLC, cannot guarantee the accuracy of any information that was not obtained directly by a member of its staff and cannot be held responsible for errors in client-supplied or third-party information and documentation.

Knox & Associates, LLC, will provide appropriate forensic analysis within the scope of expertise of its consultants. Opinions put forth by Knox & Associates, LLC, will be unbiased and may not comport with the client's needs or desires for the case. Knox & Associates, LLC, reserves the right to amend its opinions or analysis if new information becomes available that was not known to Knox & Associates, LLC, at the time the opinions were given.

2.) Fee Schedule

Retainer for Services ¹	\$1,400 per case
Consulting and Field Services ²	\$175 per hour
Court Appearances, Depositions, Hearings, Other Testimony ³	\$250 per hour
Travel Time ⁴	\$100 per hour
Mileage	\$0.55 per mile
Field Assistant Time	\$90 per hour
Field Assistant Travel Time	\$50 per hour
Office Assistant Time	\$50 per hour
Handling Fee for Subcontracted Services ⁵	10%

3.) Standard Rates and Travel

Knox & Associates accepts work on a case-by-case basis only. Payments and retainers are only for the instant case and do not obligate Knox & Associates to any future work. Upon acceptance of a case, Knox & Associates will require a retainer for each case, which will be applied to the first bill. The retainer amount will be equal to eight hours of service, which is the minimum required (except for desktop analysis cases). Initial retainers are non-refundable unless no work has commenced upon notice of cancellation. Knox & Associates may require that retainers be renewed upon exhaustion. Any subsequent retainer fees will be applied to the following bill. Times are billed in tenths of the hour.

Knox & Associates bills at the above-listed hourly rate for all consulting and field services; times are billed in tenths of the hour. Court appearances or other testimony will be performed at the above-listed hourly testimony rate with a four hour minimum. Clients not canceling court appearances within 48 hours may, at the discretion of Knox & Associates, be billed a \$250 cancellation fee. Any expenses incurred due to cancellation, such as travel and lodging, which are non-refundable will be billed to the client. If the consultant has already traveled to the destination and cannot return home the day of cancellation notice, the client will be billed as

¹ Initial retainer is minimum fee for services and is non-refundable. Cases involving only desktop analysis are exempted from the minimum fee for services and are billed hourly according to the client's needs with a four hour minimum. Turn-around for desktop analysis cases is usually no more than five business days.

² Billed in tenths of the hour. Work & travel, including inactive out-of-area days, performed on Sundays and Holidays at the request of the client will be billed at double the normal rate.

³ Minimum four hours. Travel time and mileage to and from apply. Travel time is billed portal to portal.

⁴ Portal to portal.

⁵ Subcontracted services in excess of \$250 will be pre-approved by the client.

though the appearance had taken place (minimum of four hours at the standard rate plus applicable travel rate). Preparation time for depositions may be billed at up to one-half hour (at the consulting & field services rate) for each hour of anticipated testimony for a maximum of four hours of preparation time. Court appearance preparation may be billed at a rate of one hour (at the consulting & field services rate) per hour of anticipated testimony for a maximum of eight hours of preparation time. Preparation time includes review of case materials and does not include conferences with attorneys or development of materials or exhibits to be used during testimony.

Travel mode will be at the discretion of Knox & Associates. Travel by car will be billed for mileage. Travel by airline will be booked and reimbursed at the business class level with the choice of airline at the discretion of Knox & Associates. Reasonable hotel accommodations, meals, and rental car fees will also be billed to the client. Work or travel performed on Sundays and holidays, including inactive days at an out-of-area venue, at the request of the client will be billed at double the normal rate.

Knox & Associates will submit all materials to the client via electronic format (PDF or JPG) unless otherwise requested by the client. All hardcopy materials provided by Knox & Associates will be billed at actual cost plus 10%. Time to compile and transmit the hardcopy materials will be billed at the above-listed office assistant hourly rate.

4.) Billing

Payment for all field services will be made at the termination of the case, or at 30-day increments from the date the case was accepted, whichever comes first. Payment for testimony will be made within 30 calendar days following the appearance. All payments will be due within 30 calendar days following the billing date. Unpaid balances after 30 calendar days from the billing date will accrue interest at a simple interest rate of 0.05% per day.

In the event that any invoice remains outstanding for more than 90 calendar days, the client will be responsible for all reasonable costs, including attorney fees, necessarily incurred as a result of collection efforts.

Periodically, Knox & Associates will subcontract certain services such as computer animations, engineering analysis, and automotive mechanics inspections from outside sources. All such services will be billed to the client at the rate provided by those services with the addition of a 10% handling fee for coordination and liaison activities. Payment for third-party services may be required in advance. Subcontracted services in excess of \$250 will be pre-approved by the client.

5.) Expenses

Expenses that have been reasonably and necessarily incurred, such as travel, rental car, gas, food, lodging, long distance and roaming telephone charges, Internet service, the cost of producing and/or reproducing documents and materials, the purchase of research materials specific to the instant case, and other professional services, are in addition to the consulting fee and will be billed to the client at cost. Any individual expense in excess of \$250 will be pre-approved by the client and may be required in advance.

6.) Discovery to Adverse Parties

Whenever discovery to adverse parties is required under applicable laws, rules or regulations, Knox & Associates, LLC, will comply with such requests insofar as Knox & Associates, LLC, is required to submit to such discovery. Fees for reasonable time and expenses required to respond to discovery will be billed in accordance with the terms and conditions in this agreement. The client will be responsible for resolving or litigating any dispute over payment with the party requesting discovery, including making appropriate objections to improper, overly-broad, or harassing discovery requests. Any balance not paid by the party requesting discovery within 60 calendar days shall be paid by the client regardless of any ongoing litigation on the issue of payment.

7.) Limitations on Consulting Service

Knox & Associates does not accept cases on a contingent fee basis.

If asked to resign from a case, Knox & Associates will immediately cease work on the case and will relinquish, upon receipt of payment, all materials gathered by Knox & Associates prior to the resignation. However, Knox & Associates reserves the right to bill the client for services and costs incurred during the process of gathering and transmitting those materials. Incomplete reports will not be provided to the client after resignation from a case.

Reports, photographs, diagrams, and technical analysis worksheets remain the sole property of Knox & Associates and are copyrighted material. Any use of such material is limited to the proceedings of the instant case. Any further use of the materials must be by written consent of Knox & Associates with the terms of use and compensation being agreed upon.

8.) Conflict of Interest Disclaimer

Knox & Associates reserves the right to refuse any case, or to withdraw from any case, whenever a conflict of interest is found to exist.

Investigative services performed by Knox & Associates are limited to the collection and organization of data pertaining to, and required for, the analysis of the case. Investigative services with respect to the impeachment of witnesses will not be performed, nor will any investigation by Knox & Associates be conducted except with respect to fulfilling the professional function of forensic consulting.

9.) Instant Case Information

Name of Retaining Firm or Agency (Client): _____

Name of Agent or Representative: _____

Contact Number: _____

Case Title or Description: _____

Case or Claim Number: _____

Please list any critical deadlines or scheduled court appearances:

Please list any budget maximums or amounts requiring approval:

I, _____, have read the foregoing policies, terms, conditions and retainer agreement. In and for the consideration of \$1,400 or other applicable retainer fee in the amount of \$_____, I am retaining Knox & Associates, LLC, to perform services in the above-referenced case, and I agree to the policies, terms, conditions, and fees listed in this agreement.

Signature: _____ Date: _____

I, Michael A. Knox, agree to abide by the policies, terms, conditions, and fees as listed in this agreement in reference to the above-style case.



Michael A. Knox
President & Chief Forensic Consultant
Knox & Associates, LLC