

# **Collision Dynamics Analysis, Inc.**

Accident Investigation and Reconstruction

## **Fee Schedule**

### **Time**

#### **Standard Rates**

Michael J. Alex (Technical)	\$150.00 per hour
Investigation	\$75.00 per hour
Case Review	\$300.00 per case
Staff & Support Personnel	\$35.00 per hour

**Overnight Travel** - all work requiring overnight stays will be charged a minimum of eight hours (plus expenses).

### **Expenses**

**Miscellaneous Expenses** - All special expenses (airfare, cab fare, rental cars, parking fees, lodging, meals, exemplar parts and vehicles, etc.) will be billed at cost.

**Photographs and Video** - All photographs and video will normally be processed at cost:

## ***Collision Dynamics Analysis***

*Michael J. Alex, Accident Reconstructionist*

*ACTAR Certification No. 660*

*OBI License No. 2004116*

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# **Collision Dynamics Analysis, Inc.**

Accident Investigation and Reconstruction

## **Retainer Agreement**

### **Terms:**

The undersigned client, \_\_\_\_\_, is obtaining the services of Collision Dynamics Analysis on his/her/their own behalf and agrees to be directly responsible for such charges. Any expense which is incurred at the request of other parties, can be billed to the party making such request; however, the final responsibility for payment of the expense will be that of our client; and, in the event we have not received full payment, we will assign the Cause of Action to our client upon payment of our fees in full.

A retainer fee of \$\_\_\_\_\_ is required in advance. Except for file setup and preliminary research, this retainer is NOT an advance payment for services, but rather is an end of the matter retainer. Full credit for the retainer will be allowed at the close or conclusion of the assignment except in delinquent accounts as stated below. All invoices are due and payable upon receipt. An account must be paid up to date prior to any testimony. In the event of unexpected services or expenses exceeding the initial estimate, an advance based on a new estimate may be required. All out of state travel must be paid for in advance. (\$300 of the retainer will be immediately credited to file setup and preliminary research.)

### **FEES**

All time will be invoiced according to the appropriate hourly rate as shown on the attached fee schedule, plus expenses, etc.

Invoices are due and payable upon receipt. Accumulated daily invoice charges will be summarized on a monthly statement. Delinquent accounts (30 days from invoice) will be deducted from retainer and all work stopped. This will incur a 1.5% service charge per month on any accrued balance. Unpaid balances, 60 days old, will incur, in addition to the service charge a minimum of one-hour hour each of Support Personnel time per month to cover the cost of monitoring the account. Other costs in excess of this minimum will be charges as quoted above. In the event of any action through court litigation or otherwise to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and actual costs incurred.

Collision Dynamics Analysis reserves the right to adjust rates upon notice to client.

DATE: \_\_\_\_\_

IF THIS RETAINER AGREEMENT IS NOT RETURNED SIGNED BY  
\_\_\_\_\_, COLLISION DYNAMICS ANALYSIS RESERVES  
THE RIGHT TO ACCEPT RETENTION BY OTHER PARTIES TO THIS  
ACTION

\_\_\_\_\_  
Client

\_\_\_\_\_  
Michael J. Alex