

## RETAINER AGREEMENT

As to the terms of this agreement, I am pleased to present the following:

**Retainer Deposit:** The undersigned shall advance to McCulloh & Associates L.C. a non-refundable retainer of Seven Thousand (\$ 7,000.00) US Dollars upon acceptance and return of this Retainer Agreement. This retainer sum shall be maintained in our account and is intended to be applied to the last sums due from you on the invoices submitted. However, we may in our sole discretion, apply this retainer at any time to sums due. This retainer shall be maintained at a sum of no less than One Thousand (\$ 4,000.00) US Dollars and we reserve the right to request you to place additional funds in our account which monies will be subject to the same terms as the original retainer. After this matter has been concluded, we will refund any unused funds to you.

**Billing Rate:** It is agreed that our billing rate shall be \$325.00 per hour for all services (e.g. research, travel time, document review, reports, telephone conferences, depositions, court appearances, etc.) Out-of-pocket cost such as air fare, rental car, food, hotel, etc. shall be at actual cost.

**Payment:** Bills are expected to be paid when presented and if not paid within twenty (20) days from the billing date, will incur a service charge of 1 ½% per month on the unpaid balance until paid.

**Best Efforts:** The undersigned acknowledges that Consultant is working on a best efforts basis and makes no guarantees either expressed or implied.

If you are in agreement with the terms and provisions of this Letter Agreement, please sign and date in the appropriate space below and return one original signed copy to us along with your check. We do require our retainer fee be paid to McCulloh & Associate's and receipt of signed Letter Agreement prior to the commencement of any new work on this matter.

I hereby accept the terms of this agreement and guarantee payment of all sums which shall come due pursuant to the terms herein.

By: \_\_\_\_\_ Date \_\_\_\_\_

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

Defendant:

Check No. \_\_\_\_\_