

Knox & Associates, LLC

Forensic Consulting

WE BRING TRUTH TO LIGHT

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POLICIES, TERMS, CONDITIONS & RETAINER AGREEMENT FOR CONSULTING, ANALYSIS & EXPERT TESTIMONY SERVICES

Effective June 16, 2017

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	\$3,500 per case
Consulting, Analysis, Testing, Field Services, & Testimony ²	
Michael A. Knox	\$300 per hour
Michael F. LaForte	\$250 per hour
Thomas F. Brady	\$250 per hour
Travel	Full Rate for First Two Hours, Half Rate Thereafter
Unattended Computer Rendering Time	\$50 per hour
Mileage	\$0.57 per mile
Field Assistant Time	\$90 per hour
Office Assistant Time	\$50 per hour
Handling Fee for Subcontracted Services ³	10%

3.) Standard Rates and Travel

Knox & Associates, LLC, accepts work on a case-by-case basis only. Payments and retainers are only for the instant case and do not obligate Knox & Associates, LLC, to any future work. Upon acceptance of a case, Knox & Associates, LLC, will require a retainer for each case. Initial retainers are non-refundable. Work will be billed against the retainer until all retainer funds have been exhausted. Additional retainer payments may be required at the discretion of Knox & Associates, LLC.

Some field and testing assignments may require multiple experts and/or field assistants at the discretion of Knox & Associates, LLC. Field assignments such as scene inspections, evidence examinations, and testing/experimentation necessary for the completion of the assignment will be carried out at the discretion of Knox & Associates. The client agrees to supply Knox & Associates with all requested case materials, photographs, documents, transcripts, recordings, evidence, and other necessary items at the discretion of Knox & Associates, LLC.

Knox & Associates, LLC, bills at the above-listed hourly rate for all forensic expert time. Travel is billed at the expert's full rate for the first two hours of travel time per day and at one-half the expert's full rate for all travel hours beyond two hours per day. Times are billed in tenths of the hour. 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

¹ Initial retainer is minimum fee for services and is non-refundable.

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. Travel time is billed portal to portal.

³ Subcontracted services in excess of \$250 will be pre-approved by the client.

destination and cannot return home the day of cancellation notice, the client will be billed as though the appearance had taken place. Preparation time for depositions may be billed at up to one-half hour at the expert's full rate for each hour of anticipated testimony. Court appearance preparation may be billed at a rate of one hour per hour of anticipated testimony. 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, LLC. Actual travel time will be billed. Travel by car will also 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.⁴ 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 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 hardcopy materials will be billed at the office assistant hourly rate.

4.) Billing

Payment for all 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, LLC, 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.

⁴ Southwest Airlines is the preferred airline of Knox & Associates, LLC, and will be used for air travel whenever feasible. Air travel via Southwest Airlines will be booked and invoiced at the Business Select level.

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 payment may be required in advance.

6.) Discovery to Adverse Parties

Whenever discovery to adverse parties is required under applicable laws, rules, regulations, or court order, 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, LLC, does not accept cases on a contingent fee basis.

If asked to resign from a case, Knox & Associates, LLC, will immediately cease work on the case and will relinquish, upon receipt of payment, all materials gathered by Knox & Associates, LLC, prior to the resignation. However, Knox & Associates, LLC, 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.

Work product such as notes, incomplete reports or presentations; calculations; incomplete video, computer-generated images, or photographic media; or any other documents or materials that contain or represent the mental impressions or workflow of the experts will not be turned over to the client unless required by law or court order.

Reports, photographs, diagrams, and technical analysis worksheets remain the sole property of Knox & Associates, LLC, 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, LLC, with the terms of use and compensation being agreed upon.

8.) Conflict of Interest Disclaimer

Knox & Associates, LLC, 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, LLC, 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, LLC, 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 \$3,500 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