

McKINZIE & ASSOCIATES L.L.C. Services Agreement

THIS AGREEMENT is entered into by and between _____ (hereinafter referred to as "Client") and McKinzie & Associates, L.L.C. (hereinafter referred to as "McKinzie & Associates") for services as forensic consultants, analysts, reconstructionists and/or investigators in connection with that certain matter described as: _____.

In return for the mutual covenants, promises and other good and valuable consideration described herein, Client and McKinzie & Associates agree as follows:

1. **Scope of Work.** McKinzie & Associates will provide forensic consultation, analysis, reconstruction and/or investigation based upon the full extent of the experience, training and skills of its officers, employees and agents. Client agrees McKinzie & Associates is being retained to give an honest and independent opinion regardless of whether any findings, opinions or conclusions reached by McKinzie & Associates, its agents, officers or employees are consistent or inconsistent with any interests of Client or Client's principals or agents. Client further understands McKinzie & Associates may be unable to give a full reconstruction analysis or opinion of any kind, after investigation, if there is insufficient data or physical evidence. The outcome of McKinzie & Associate's investigation, including any findings, opinions or conclusions made by McKinzie & Associates shall have no affect whatsoever on its right to compensation as described herein.

2. **Retainer.** A retainer fee of One Thousand Five Hundred Dollars (\$1,500.00) is required to open a new case. McKinzie & Associates conducts business on an hourly fee basis solely on the time spent on the case, plus expenses. All invoice charges are based on the time spent actually investigating, analyzing or preparing documentation of any sort for the client or based on portal to portal travel time from the office or an assumed primary place of business. The retainer will be held until the case is settled or closed at which time a final invoice will be prepared. Any balances due will be deducted from the retainer and the remainder returned to Client, or if the balance due is higher, a final invoice will be sent for payment.

3. **Billing and Payment.** All accounts are invoiced monthly for services rendered the preceding month. Payment is due upon receipt of invoice. All accounts will be assessed a late charge of one and a half percent (1 1/2%) per month for any balances outstanding beyond sixty (60) days. If payment is not received within sixty (60) days of billing, McKinzie & Associates will have the right to suspend all work and activity on the account until balances are brought current, at which time, activity will resume only with the approval of Robert S. McKinzie, President, McKinzie & Associates. Responsibility for payment shall rest with the Client and solely with the Client specifically as the contractor of such services by McKinzie & Associates, regardless of any other agreement made between Client and any principal or agent represented by Client.

4. **Contingent Fees Prohibited.** In no case will McKinzie & Associates' services or charges be based on a contingent fee arrangement, nor will Client defer or otherwise delay payment to McKinzie & Associates to await the settlement or recovery of any case or claim in which Client or Client's principal or agents may be involved. Client agrees no warranty whatsoever, as to the outcome of Client's case, claim or cause of action, is possible and none is offered, suggested or promised herein or elsewhere by McKinzie & Associates, verbally or in writing.

5. **Fee Schedule.** McKinzie & Associates will bill Client the rate of Two Hundred Twenty Five Dollars (\$225.00) per hour (invoiced on tenths of the hour) for all services including, but not necessarily limited to, reconstruction, deposition, analysis work, report preparation and/or trial testimony and transportation. Provided further, however, transportation time shall be invoiced at ½ the regular rate for any additional personnel required for field work, plus mileage at One Dollar fifty five cents (\$1.55) per mile for commercial vehicle and seventy-five cents (.75¢) per mile for non-commercial transportation. Modes and method of transportation shall be at the sole and absolute discretion of McKinzie & Associates. In addition to the appropriate fees otherwise described in this paragraph, commercial airfare (usually business class) or private aircraft will be billed to client at actual cost, plus an additional per diem rate of \$50.00 per quarter day for overnight trips. Other fees may include services for photography; dynamic testing, forensic mapping and/or other related work and equipment use as necessary. There is a minimum case file fee of \$625.00 on all new files opened. This fee applies to use of the name "McKinzie & Associates", "Robert S. McKinzie" or any employee in disclosure of experts' documents, Answers to Interrogatories, or any other court documents related to this file. This fee applies to any case in which our firm is retained, whether or not analysis work is requested or completed. The case fee additionally covers all normal case management fees and materials over the life of the case.

6. **Preferred Client.** Any Client who has established credit history with McKinzie & Associates by timely payment in accordance with the agreed terms and conditions will be referred to as a "Preferred Client." New cases submitted to McKinzie & Associates by a "Preferred Client" will not require a retainer fee. In the event, however, the account of a "Preferred Client" becomes sixty (60) days past due, all work will be suspended until such account is brought current and the respective Client will lose his or her preferred status and any new cases thereafter will then require the retainer fee described above. (If a client has any questions regarding status on a present account, please call (913) 851-5831 for information).

7. **Termination.** This agreement may be terminated by Client at any time by giving written notice to McKinzie & Associates at 16012 Metcalf Suite 300 Stilwell KS 66085-8960. McKinzie & Associates may terminate this agreement by giving written notice to Client at Client's address as designated below for reasons in the sole discretion of McKinzie & Associates, its officers, agents and employees including, but not necessarily limited to, delinquency of Client's account, conflict of interest or in the event McKinzie & Associates deems termination necessary to avoid any harm, or threat of harm, to its integrity, credibility, reputation or good will. In the event of termination, by either party and for any reason, Client shall be responsible to pay for all services rendered and expenses incurred up to and including the date of termination or the date McKinzie & Associates receives notice of termination by Client, whichever is later.

8. **Legal Expenses.** In the event it becomes necessary for McKinzie & Associates to retain legal representation to enforce this agreement for the collection of any sums due from Client, whether or not suit is filed, Client agrees to pay all reasonable attorneys' fees incurred by McKinzie & Associates, court costs and all other expenses incurred by McKinzie & Associates in the collection of the outstanding balance due.

9. **Jurisdiction.** This agreement shall be subject to, governed by and construed in accordance with the laws of the State of Kansas. The parties further agree, in the event of any legal proceeding or lawsuit arising out of or to enforce the terms and conditions of this agreement, jurisdiction and venue shall be exclusively in the District Court of Johnson County, Kansas. For purposes of this paragraph, the parties waive any objection to and otherwise consent

to both subject matter and personal jurisdiction and venue in Johnson County, Kansas.

IN WITNESS WHEREOF, the parties have affixed their signatures expressing their acceptance and approval of the foregoing agreement on the date shown below.

Client: _____

McKinzie & Associates, L.L.C.

(Name of Individual, Corporation or
Other Entity)

By: _____
Robert S. McKinzie, President

By: _____
Authorized Representative

Title: _____

Date: _____

Client's Address