

Consultant Agreement

Christopher Channon, MD FACS

7845 Sabal Lake Drive

Port St. Lucie, FL 34986

772-577-0607 channon21@comcast.net

Attorney

Richard Foley, Esq.

Spencer Law Group

This agreement is entered into between, Christopher Channon, MD FACS the consultant, and, the client-attorney: The purpose of this agreement is to procure the services of the consultant in relation to the case of

Case Name

Case Number

The consultant shall provide services for the client-attorney as an independent professional. Payment to the consultant is not dependent upon the findings which the consultant renders, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between the client-attorney and any other person or party.

Engagement Fee: At the time of the execution of this agreement, the client-attorney shall tender to the consultant a non-refundable engagement fee in the amount of Amount of \$1200.00. Billings for services performed or expenses incurred shall be charged against the engagement fee until such time as it is exhausted. The client-attorney shall not identify the consultant as either a testifying or non-testifying expert until such time as the engagement fee has been paid.

Fees: The fees for services provided by the consultant and the consultant's staff are as follows:

Consultant Fees: Except as outlined herein, the client-attorney shall compensate Expert

File Review \$400/hr. for all tasks performed under this agreement, including but not limited to analysis, calculations, conclusions, preparation of reports

Deposition the client-attorney shall compensate Expert at the rate of \$ 500 per hour, to be billed in hourly increments. This rate for testimony shall apply both while the consultant is waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

Court Testimony \$600/hr., with ½ day (4 hr.) minimum for local appearance. If overnight travel is needed, there is a one day minimum (8hrs)

Local Travel at \$100/hr. Other travel by actual time and expense

Expenses: Expenses incurred by Expert shall be reimbursed by the client-attorney as follows:

Travel by Car: Mileage Fee \$0.50 cents per mile;

Travel by Air or Train: The actual cost of the round-trip ticket, plus a ten percent (10%) handling fee.

Lodging: For any travel of more than (100) miles from the consultant's office, the consultant shall be reimbursed for the cost of meals and lodging, plus a ten percent (10%) handling fee.

Car Rental: In the event of travel beyond the local area, the consultant shall be reimbursed for the cost of a mid-sized rental car and any associated expenses, plus a ten percent (10%) handling fee.

Unless otherwise instructed by the client-attorney, or unless refundable tickets are not available, the consultant will purchase refundable tickets for any necessary travel. Should the client-attorney request that the consultant purchase non-refundable tickets in order to travel at a lower cost, or if refundable tickets are not available, the client-attorney shall reimburse the consultant for the cost of any non-refundable ticket at the rate outlined herein whether or not the ticket is used.

The client-attorney may avoid the ten percent handling fee associated with certain travel expenses by arranging to directly purchase round-trip travel tickets on behalf of the expert, and by arranging for the direct payment of any car rental expense, lodging, and meal expenses by the client-attorney's office.

Qualifications: The client-attorney has had the opportunity to investigate and verify the consultant's credentials, and agrees that the consultant is qualified to perform the services described in this contract.

Terms of Engagement: Retainer is due prior to initiating consulting services. For depositions, and court appearance, and travel expense, payment in full is expected within 30 days of service.

Choice of Law and Jurisdiction: This agreement shall be interpreted under the laws of the State of State. Any litigation under this agreement shall be resolved in the trial courts of County, State

I accept the terms of this agreement:

Date:

_____ Attorney for Client.

Date:

Signature. _____

Christopher Channon, MD FACS