

Consulting Agreement

This agreement is entered into between

Pristine Inspections, LLC
697 East Cameron Bridge Road
Bozeman, Montana 59718,

hereinafter "Consultant", and,

(XXX Client XXX)

hereinafter "Client".

1. Retention

1.1 The Consultant will be available to work for the Client upon receipt of a retainer. The Consultant agrees not to work for any other party involved in this case for fifteen calendar days after he is verbally retained. Should fifteen calendar days pass without receipt of the retainer, the Consultant will be free to accept work from any other party involved in this case.

2. Services

2.1 The Consultant agrees to perform consulting and/or expert witness services as requested by the Client. The Consultant agrees to verbally report his facts, conclusions and findings to the Client and if requested by the Client, will prepare a written report. At the Client's request the Consultant also agrees to be deposed, assist in the trial preparation and/or to testify as a witness in those areas where he is qualified.

2.2 The full scope of the Consultant's work will be determined as the matter evolves and will be subject to the needs and requests of the Client. The Consultant will provide his services as an independent contractor.

2.3 The Client will create a "Request for Work Production" which will list items to be provided by the Consultant. The Consultant will then provide an estimate herein of the fees necessary to perform the work outlined by the Client. Should the scope of work change and/or should it become apparent to the Consultant that he will need to exceed the estimate initially provided, he will offer the Client a revised estimate and shall proceed only after being granted written permission by the Client.

3. Confidentiality

3.1 The Consultant agrees to retain all non-public information obtained from the Client as confidential unless permission to reveal, and to whom, is granted in writing by the Client, or, the Consultant is otherwise forced to reveal by law or government authority.

4. Compensation

4.1 Work time will be billed to the Client in 1/10th hour increments.

4.2 Study time, research time, report preparation time and all other work time including e-mail preparation and telephone calls will be billed at \$XXX per hour.

4.3 Site research work, data collection and analysis will be billed at \$XXX per hour.

4.4 Deposition, testimony, and all discussions of the case, formal and informal, with any party associated with this case, will be billed at \$XXX per hour.

4.5 Travel time will be calculated from the time the Consultant leaves his office until the time he arrives at his destination. And vice versa. Travel time will be billed at \$XX per hour.

4.6 Waiting and/or delay time for scheduled meetings will be billed at \$XX per hour. Waiting time during attendance at deposition or attendance at court will be billed at \$XX per hour with a minimum per day charge of \$XXX.

4.7 Occasionally the Consultant will hire people to assist his research or assist in the collection of data from a project site. This will make some processes more efficient and economical for the Client. These people will be in the Consultant's employ and work solely at his behest and direction. When this happens, the cost of this additional labor will be billed to the Client at cost plus 10%.

4.8 A retainer of \$XXX will be charged. This amount is non refundable. Invoicing for services rendered will be charged against this retainer until it is exhausted. Permission to use the Consultant's name in any way as to indicate his involvement as a consultant or witness in this particular case prior to his confirmed receipt of this retainer is not granted.

4.9 The fee structure established herein for this project will remain unchanged for twelve months from the date this agreement is signed.

5. Expenses

5.1 Travel and miscellaneous expenses will be billed at cost plus 5%. Travel by car will be billed at XX cents a mile. No travel expense will be charged for any work within a fifty mile radius of the Consultant's office.

5.2 Travel will be performed by the most economical means compatible with the Client's time constraints. Should the Client desire to avoid the 5% surcharge on expenses, she or he may do so by furnishing travel and lodging which is billed directly to the Client by the carrier and/or hotel.

5.3 Within either invoicing option described in Section 6.1 below, all travel expenses shall be paid in advance.

6. Invoicing

6.1 Invoices will be provided by the Consultant to the Client in one of two ways.

Option #1. The first option shall be to provide an invoice at the end of each month for services provided during that month. Payment is required within the month following.

Option #2. The second option shall be to provide invoices at points in time that are mutually agreeable and at the completion of particular phases of the project. For example, an invoice might be provided at the end of the "interrogatory" phase, or the site research phase, or the deposition phase, or at the completion and delivery of a report, or the final report, or at the end of the settlement conference, or the completion of the trial or mediation. Payment is required within 21 days of the invoice date in this option.

6.2 In all cases, payment of all invoices is the responsibility of the Client notwithstanding the Client's relationship with any third party, contingency arrangement, subrogation, etc.

6.3 Failure to include a chargeable item in one invoice shall not constitute a waiver of the right to assess the charge in a subsequent invoice.

6.4 Unpaid balances under Section 6.1 herein accrue interest at 2.0% per month

6.5 Questions concerning specific details on any invoice are welcome.

7. Work Production Request / Estimate / Payment Schedule

7.1 The Client's "Request For Work Production" dated (XXX to be provided XXX) is here by included in this contract.

7.2 Based on this "Request For Work Production" noted in Section 7.1 above, the Consultant estimates the cost of services to be not greater than (XXX \$ amount to be determined XXX).

7.3 From Section 6.1 of this contract, the payment option will be Option #(XXX to be provided XXX).

8. Termination

8.1 This agreement may be terminated by the Client at any time for any reason with fifteen calendar days written notice. Upon termination of the Consultants services by the Client, the Client shall immediately pay all fees and expenses incurred by the Consultant, subject to the receipt of a final invoice.

8.2 The Consultant may terminate this Agreement with fifteen calendar days written notice if payments are not made according to the arrangements noted in Sections 6.1 and 7.3 above. This does not relieve the Client in any way from payment for services rendered or expenses incurred by the Consultant.

9. Dispute Resolution

9.1 The parties agree that any action which is required to be filed to enforce the terms of this Agreement may be filed in Gallatin County Montana. This shall not preclude either party from bringing an action in any other county which represents the proper venue for such an action.

9.2 In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the Client agrees to pay reasonable attorney's fees and all costs and expenses incurred by the Consultant including collection costs, provided the Consultant is the prevailing party either by settlement, litigation or otherwise.

10. Governing Law

10.1 All actions arising from the performance of this Agreement shall be governed by the laws of the State of Montana.

The parties do hereby execute this Agreement at the times and places set forth below.

Date:

Location: (city/state)

Consultant: _____

Date:

Location: (city/state)

Client: _____