



HARRIS
ENTERPRISES, LLC
*Providing Professional Traffic Crash
Reconstruction Services & More*

David C. Harris
2043 Shadyside Road
St. Albans, WV 25177
ACTAR 1565

Cell: (304) 546-2798
mail@wvcrashinvestigation.com

This AGREEMENT was made on the ____ day of _____, 20__ between _____ of _____ and Harris Enterprises LLC of St. Albans, West Virginia.

Ethical Standards: This company, Harris Enterprises LLC, agrees to maintain ethical standards. We also agree to provide your firm with an honest opinion that is based upon scientific principles regardless if that opinion is favorable or not favorable to any party.

Services To Be Performed. Harris Enterprises LLC agrees to perform an analysis of the event in question _____ which will include a review of all available information that is supplied to Harris Enterprises LLC. We also agree to formulate an opinion (including the possibility that no opinion can be formed) based upon the available evidence after it is analyzed. We agree to supply a written or verbal report of our findings. We also agree to make ourselves reasonably available in the event that further research, testimony or personal appearances are necessary.

Special Services: Services in addition to those described above will be performed or obtained for the client's account upon request at rates currently in effect. Special services may include, but are not limited to, expert testimony, appearances at public meetings, periodical research, review and assessment of conflicting expert opinions, preparation of questions, scientific studies, computer analysis, graphic displays, audio visual equipment rental and scientific testing.

Time For Performance. Harris Enterprises LLC agrees to complete an analysis of the available information within 120 days of receipt of all available information (or by a date agreed upon in writing by both parties).

Payment. In consideration of Harris Enterprises LLC's performance of these services, Client agrees to pay Harris Enterprises LLC as follows: In accordance with the attached fee schedule. Payment for traffic crash reconstruction services is based upon the time required to accomplish the work and is computed by taking into account overhead, payroll, taxes, general and administrative expenses and profit. Hourly rates currently in effect are \$150.00 per hour, including but not limited to research, review, display preparation, administration services, analysis, monitoring the testimony of others, vehicle and scene examination and a five-hour minimum fee for testimony (and waiting to testify). The hourly rate is charged from portal to portal. When an assistant is needed, such as during scene examinations and investigations, and any other time an assistant is required, an additional \$50.00 per hour will be billed.

As the work proceeds and additional facts are developed, it may be necessary to undertake additional work, and some tasks described may not be needed and additional tasks may be necessary. For these reasons we can provide only an estimate of the cost of our previous work. We can advise you that the normal fee for reconstruction is between \$2,000 and \$10,000. Every effort will be made to complete the work as economically as possible. Invoices will be submitted periodically for time and expenses incurred. A retainer of \$750.00 or more is required, for costs in excess of this amount invoices will be submitted periodically for time and expenses incurred. Terms of payment are due upon receipt. Overdue accounts past 30 days are subject to an interest charge of up to 5 percent per month, and work on a file will be discontinued whenever a payment is overdue more than 60 days.

The account must be paid in full prior to appearances. In no case will charges be based upon a contingency or deferred until the settlement of the client's case.



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The Attorney/Insurance Company is considered by this company to be the client and is ultimately responsible for all payments, including time in a deposition at the request of the opposing party.

Independent Contractor. The parties intend Harris Enterprises LLC to be an independent contractor in the performance of these services. Harris Enterprises LLC shall have the right to control and determine the method and means of performing the above services; Client shall not have the right to control or determine such method or means.

Disclosure: Any time that Harris Enterprises LLC, or its owner, David Harris, is disclosed as the expert witness regarding a case, there will be the minimum retainer fee due of \$750.00, prior to the disclosure. At no time will Harris Enterprises LLC or David C. Harris be disclosed as an expert on a case not that a retainer has not been received on. In the event that Harris Enterprises LLC or David C. Harris has been disclosed without knowledge and consent, and Harris Enterprises LLC is contracted to perform work on such case, all fees, rates, and expenses will be doubled, payable in advance.

Other Clients. Harris Enterprises LLC retains the right to perform services for other clients not directly involved in the present matter.

Harris Enterprises LLC will assume acceptance of this proposal and authorization to proceed with the work only if we are sent a written authorization and \$750.00. The terms of this proposal will be honored by this company for any study of an accident in which authorization is received by Harris Enterprises LLC.

This contract will remain in effect until such time that this matter is resolved. Any part of this retainer agreement may be superseded by a written agreement of both parties, without effecting the remainder of the agreement.

We appreciate your considering this company and look forward to working with you.

Very Truly Yours,

David C. Harris
Harris Enterprises, LLC

CONTRACTOR

CLIENT

Date

Date
