



Cox Weather Services Fee Schedule and Retainer Agreement

- **Billable Time**

Billable time will be considered any time related to a case or assignment beyond an initial telephone consultation. Time will be billed at \$200 per hour. Billable time includes but is not limited to gathering data, reviewing data or documents, writing reports, expert testimony, waiting time prior to and during testimony, preparation for testimony, reviewing and correcting deposition transcripts, having documents notarized, telephone and in-person consultations, and on-site investigations. Travel time is billed at half the normal rate.

- **Billable Expenses**

Any out-of-pocket expenses may be considered billable. Billable expenses include, but are not limited to photocopying charges, travel, charges for data and materials, and shipping charges. If air travel is required, the estimated time and expenses must be paid in advance.

- **Retainer**

Work will commence upon receipt of the completed Cox Weather Services (CWS) Order Form and Fee Schedule and Retainer Agreement, along with a check for the initial replenishable retainer. The initial retainer is \$500. Half of this amount (\$250) is non-refundable. The retainer balance for open cases will be maintained at \$500. If deposition testimony is requested a separate retainer in the amount of \$650 must be received at least 5 days prior to expert testimony being given. Failure to maintain the required retainer may result in work not being done or testimony not being given. Cox Weather Services will return any unused balance and may discard the case file upon notification that the case has been closed or that services are no longer required.

- **Cancellations and Late Charges**

Cancellation of courtroom or deposition testimony with less than 24 hours notice may result in billing of 1.25 hours time plus any costs that were incurred. Payments made related to travel may not be refundable in any case that is cancelled, regardless of notice, unless I can obtain refunds of payments already made related to travel. All invoices are due within 30 days of presentation. Past due invoices will incur a 1.5% charge per month.

- **Estimates & New Assignments**

Estimates for time and expenses will be provided upon request. Requests for work to be done should be submitted in writing, using an order form, and mailed along with the initial retainer and a signed copy of this fee schedule. The fees and conditions stipulated here are subject to change, however the above terms will continue to apply to the case named below through its' conclusion. Checks should be made out to: Cox Weather Services (Tax ID 045-56-1674).

I have read and agree to abide by the above fee schedule for work done by Cox Weather Services:

Case/Docket No. _____

Your Name: _____

Company/Firm: _____

Signature & Date: _____