

Terms of Engagement

This MUST be signed and returned with retainer before any designation is official

CASE NAME: _____ **No:** _____

Prior to the designation of this expert, this agreement shall be signed by the designating attorney and returned to this office with the **non-refundable** retainer.

Designation of this expert indicates a complete acceptance of the following specific terms.

1. No cases are accepted on a lien/contingency basis.
2. The **designating attorney**, regardless of any other outside arrangements with clients, outside attorneys, insurance agencies, represented agents or entities, or other persons, shall be solely responsible for the payments of all debts and charges incurred during the conduct of this case.
3. All statements are due within 15 days of submission of the invoice. In the event payment is not made when due, a monthly service charge shall be payable, equal to 1½% per month (18% per annum) of the outstanding balance principal due as liquidated damages.
4. **NOTE: Prior to any final appearance on this case, e.g., trial or arbitration, all outstanding monies due must be received in this office.**
5. Should it be necessary to institute legal proceedings to recover amounts due under this agreement, Tony Passwater, AEII, LLC, shall be entitled to legal fees and costs incurred in connection with those proceedings.
6. Any action necessary to recover fees and costs due shall be within the jurisdiction of the Marion County, Indiana court system
7. Under no circumstances will any financial or legal action taken by any party to the legal action covered by this retention agreement, e.g., bankruptcy, negotiated settlement, failure to recover, etc., interfere or delay payments of the monies due Tony Passwater, AEII, LLC.

REMEMBER: This agreement must be signed and returned to Tony Passwater with a copy of the designation and the retainer before retention is complete and binding.

I agree to retain the services of Tony Passwater, AEII, LLC under the terms and conditions set forth above. DATE: _____ SIGNED: _____

To be signed by designating attorney or a designated management agent only. If this document is not returned, the issuance of a retainer or designation of this expert is sufficient to believe that the conditions of this agreement are understood by hiring counsel.