



Traffic

Safety

Group, LLC

Traffic Crash Reconstruction and Analysis

7610 Roberts Road New Berlin, Illinois 62670 Telephone: 1 (217) 546-8535

AGREEMENT FOR WORK TO PROCEED

FEIN: 20-0397282

_____,(hereinafter referred to as Client) individually and on behalf _____ of Client=s firm, company or organization, namely _____ (hereinafter referred to as Firm), contracts to employ Traffic Safety Group, LLC, Traffic Crash Reconstruction & Analysis (hereinafter referred to as TSG) and designated employees as forensic consultants, analysts, reconstructionists and/or investigators in the matter of : _____(hereinafter referred to as Case).

- 1. To bind this Agreement for Work to Proceed (hereinafter referred to as Agreement), Client agrees to pay a retainer of \$3,000 which will be applied against time and expenses billed to Client by TSG for activity on this Case. Work will proceed only after the retainer and this signed Agreement are received by TSG.
2. All work performed by TSG with respect to the Case will be billed at the appropriate hourly rate according to the following schedule:

Reconstructionist basic hourly rate:

Nathan Shigemura: \$300/hour

All Other Reconstructionists: \$175/hour

Includes all initial activity, investigation and/or work-up on a given matter including but not limited to: file set-up costs, client meetings, phone calls and conferences, obtaining official reports or other documents, obtaining and/or reviewing civil or criminal filings as well as depositions and other forms of sworn and unsworn testimony or other types of statements, documenting involved vehicles, documenting the scene of the given event, preparing written reports, letters or memos to the client or the file and preparing demonstrative evidence including but not limited to photos, maps, diagrams or charts. Any and all analytical activity to include the compiling of information for a final analysis of the given event, meeting with and briefing the client, preparing for testimonial appearances and any and all preparation with the client for a trial or other hearing.

Testimony: \$350/hour

This category includes time spent offering testimony, expert or otherwise. This category includes but is not limited to deposition testimony, trial testimony, testimony at administrative motions or preliminary hearings and arbitrations hearings as well as the rendering of any other form of sworn or unsworn testimony or declaration. Time spent waiting to testify at court or other location fall into this category.

Travel time:

Nathan Shigemura: \$300/hour.

All Other Reconstructionists: \$100/hour

Travel time to and from: a court or other location to testify, meetings, scene locations, vehicle locations, and other case related travel are included in this category.

Case File Fee: \$600

There is a minimum case file fee of \$600 on all new files opened. This fee applies to use of the name "Traffic Safety Group, LLC." or any employee in disclosure of experts' documents, Answers to Interrogatories, or any other court documents related to this file. This fee applies to any case in which our firm is retained, whether or not analysis work is requested or completed. The case fee additionally covers all normal case management fees and materials over the life of the case.

Other Costs, Expenses and Charges

This category includes but is not limited to actual expenses involved in travel and lodging on travel-involved casework, per diem and car rental while on travel (in lieu of actual mileage), file related supplies and administrative/transcription costs, if so incurred, telephone costs, mileage rate of \$0.75/mile, and costs for photos (to also include mounting and captioning as necessary), photo enlargements, copies and duplication of charts, maps, or other diagrams. Charges for the use of equipment such as, but not limited to, total station mapping devices and crash data retrieval will apply as needed.

3. TSG may, without written notice, institute a fee increase. All work performed after the effective date of the fee increase will be billed at the new prevailing rate. If specific activity is assigned prior to a fee increase but not completed until after the fee increase, the lower rate will apply. All costs will be billed as accumulated.

4. TSG conducts business on an hourly fee bases solely on the time spent on the case, plus expenses. All invoiced charges are based on the time spent investigating, analyzing or preparing documentation of any sort for the Client and are based on portal-to-portal travel time from the TSG New Berlin, Illinois office or an assumed primary place of business.

5. Client agrees to prompt payment on receipt of an invoice or statement of services. Any statement is due upon presentation to the Client. If the outstanding balance is not paid within 30 days, a late charge of 2.0% per month will be assessed. If the account is in arrears, additional work will be deferred until the outstanding balance is paid in full.

6. Billing on this Case will be submitted on a monthly basis for any work completed during the preceding month, when any written or verbal report is submitted to Client or after any billing period appropriate to the level of case activity or remaining balance of retainer received. When no activity is undertaken in a given month or other billing period, no billing will be submitted to Client.

7. In no case will TSG charges be based on a contingency fee arrangement nor will any TSG charges be deferred to await settlement of Client=s Case. TSG will provide services in a professional and prudent manner giving Client the highest quality service possible based on the information available. However, no warranty as to the outcome of Client=s Case is possible and none is offered, suggested or promised herein or elsewhere, verbally or in writing.

8. This contract may be voided upon written notice by Client within 15 days of receipt of an invoice for services from TSG or notice from TSG indicating reasons for withdrawal. If, at any time, Client terminates this agreement, payments for services rendered up to and including that date must be paid in full. Responsibility for payment shall rest with the Client and solely with the Client specifically as the contractor of such services by TSG regardless of any other agreement made between Client and the party or parties represented by Client.

9. Upon signing and execution of this document, Client agrees that in the event where it becomes necessary to file any legal action to enforce any of the terms of this agreement, Client shall pay all court costs, attorney fees and all other costs associated in the collection of the outstanding balance due.

This contract is accepted and entered into with the below signature and executed this _____ day of _____ 20__

in the matter of: _____

Client Signature

Firm

Address

City, State, Zip