

[Your firm name and logo]

[Expert name], [credentials]

[Expert firm name and address]

[Date]

[Attorney name]

[Law firm name and address]

Re: [Case caption], [court], case no. [number]

Dear [Attorney name],

Retention

[Law firm name] retains [expert name] of [expert firm] in the matter above, on behalf of its client [party name], the [plaintiff / defendant]. [Party name] is responsible for our fees, and [Law firm name] guarantees their payment.

Role

We are retained as a [consulting expert / testifying expert]. If you later wish us to testify, you will confirm that in writing, and the terms of this letter will continue to apply.

Questions to address

You have asked us to consider: [question 1]; [question 2]. Our opinions will be our own, based on our analysis of the evidence, and we make no promise about what they will be.

Conflicts

We have checked the parties and counsel you listed and found [no conflict / the following prior work, disclosed to you: (description)]. We will tell you promptly if we learn of any new conflict during the case.

Materials

You will send us the pleadings, discovery responses, deposition transcripts, records and data we need, in writing, by [dates]. Please state in writing any facts or assumptions you ask us to rely on. We will keep a dated log of everything we receive (Exhibit B).

Report

If a written report is required, we will deliver it by [date], provided the materials arrive by [date]. It will include our opinions and their basis, the facts and data we considered, exhibits, our qualifications and publications, prior testimony, and our compensation.

Fees

Our rates are in Exhibit A: [rate] per hour for review, analysis and report writing; [rate] per hour for deposition and trial testimony, with a minimum of [hours] per testimony day; travel at [rate]. Expenses are billed at cost.

Retainer

A retainer of [amount] is due before we begin. We will apply it to our final invoice. Invoices are due within [number] days; we may stop work, other than testimony already scheduled, while an invoice is more than [number] days overdue.

Opposing party's deposition

We will invoice the party taking our deposition for our time attending it, and for any preparation time the court

allows. [Law firm name] will pay any balance, and will pay the whole invoice if that party has not paid within [number] days, then seek reimbursement.

No outcome-based fees

Our fees do not depend in any way on our findings, on the content of our opinions or on the outcome of the case.

Cancellation and postponement

If a deposition or trial day we have reserved is cancelled or postponed less than [number] business days ahead, we will bill [hours] for each reserved day.

Confidentiality and return of materials

We will keep all case materials confidential, follow any protective order you send us, and return or destroy them at your request after the case and any appeals end, keeping only what our professional standards require.

Ending the engagement

Either of us may end this engagement in writing. Fees are due through the end date. We may withdraw if asked to change an opinion we do not hold, or if a conflict arises that we cannot resolve.

Liability and governing law (optional)

Our total liability for any claim about this engagement is limited to the fees paid to us, except where the law does not allow such a limit. This letter is governed by the laws of [state], and any dispute between us will first go to non-binding mediation in [city, state].

Acceptance

Please sign below, and have [party name] sign as the party responsible for fees, then return a copy with the retainer.

Sincerely,

[Expert name], [credentials]

Signature: _____ Date: _____

Retaining attorney: [Attorney name], [Law firm name]

Signature: _____ Date: _____

Responsible party: [Party name] Signature: _____ Date: _____