

At the October Experts meeting, a discussion came up regarding retainer agreements. There were many variations in how members request, account for, and process retainers. Here are a few excerpts from different members, should you want to consider modifying your retainer practices.

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We are prepared to begin work promptly upon receipt of a signed copy of the Consulting Agreement (enclosed in Appendix B of this proposal) accompanied by a retainer check in the amount of \$10,000 acknowledging acceptance of our proposal; note that the retainer will be applied to the final invoice for services which we render for you.

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*Expert will invoice for replenishment of retainer as needed. For deposition, courtroom, or other legal testimony, retainer will be based on the estimated amount of time needed and is required at least seven business days prior to scheduled event. Expert is under no contractual duty to provide opinions unless Expert has received payment in full for scheduled testimony and all outstanding fees are paid-in-full.*

*Expert will invoice Firm upon completion of Expert's report. All fees must be paid in full before a report is released to Firm or any other party. Expert is under no duty to release a report until Expert has been paid in full.*

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If you request that we serve, and we agree to serve, as an expert witness at depositions or trial, that work will be the subject of a separate scope of work and retainer.

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If Client wish for us to take any legal or other action seeking protection against disclosure of such information or material, Client shall advise us accordingly and, in such event, agree to reimburse us for all costs and expenses (including reasonable attorney's fees) to retain legal counsel to represent us and pay us at the foregoing rates for our time involved in responding to such subpoena(s) that we incurred in connection with responding or protecting such information or material from disclosure.

NOTE: This helped when I was subpoenaed by an adversary and it cost ~\$30k to hire my own attorney to file motions to quash subpoena, etc. which they client ended up paying for as if we took the stand, the testimony could have been unfavorable to our client.

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