

EXPERT WITNESS AGREEMENT

Initial Case Review and Consultation

Dean Tong, Expert Witness, and Attorney _____ enter into an agreement this date, whereby Mr. Tong will be engaged to peruse and critique _____ case file and write a report of his findings. There is an initial, non-refundable case-opening, review, and consultation fee of \$1500, which equals ten (10) hours of Mr. Tong’s time x his hourly fee as an expert of \$150/hour. Said initial retainer fee is to be paid to Mr. Tong in advance of starting work on the case. Each additional hour (beyond the initial 10) will be billed at the rate of \$150/hour.

Each time the advance is depleted, a subsequent advance of {an amount equal to 10 times this expert’s hourly rate} is due immediately, against which each additional hour will be billed at the rate of \$150 per hour. Unlike the initial case review and consultation fee of \$1500, which is non-refundable, the unused portion of any subsequent advances and fees, whereby in all likelihood Mr. Tong would be a deponent in a case and/or requested to testify in a civil/criminal hearing/trial, will be returned should my services no longer be needed. Thus, fees for depositions (by either sides counsel) and my trial testimony will be billed at the rate of \$150/hour.

All of Mr. Tong’s expert retainer fees, i.e. the initial \$1500 plus \$150 per hour, are in addition to his expenses if he must travel outside of Tampa Bay, Florida. These expenses include (to be paid-in-full by counsel or client) round trip airfare, hotels, rental car, and meals. Should Mr. Tong’s expert witness services be required for one day only and counsel or client picks him up at the case jurisdiction’s airport, only round trip airfare and meals must be paid for by counsel or client.

All fees must be paid by bank or cashier check, money orders, or direct wire transfer into the following account. Thirty days advance notice is appreciated for me to disseminate my report or offer trial testimony.

c/o Dean Tong
Wachovia National Bank
11265 Causeway Boulevard
Brandon, FL 33511
813-276-6365
Account Number: xxxxxxxxxxxxxx
ABA Routing Wire Transfer Number: xxxxxxxxxx

In the event of any litigation arising under the terms of this agreement, the prevailing party shall recover their reasonable attorney’s fees. If you agree to these terms, please sign below and date and return a signed copy of the same along with said case documents and case-opening fee of \$1500 to me.

Attorney or Client

Dean Tong