

EXPERT WITNESS & CONSULTANT GROUP
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ABBREVIATED RETAINING OF SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ of the year 2004 , by and between,

Expert Witness and Consultant Group (hereinafter EWCG) and _____
hereinafter the Retaining Attorney) of the law firm _____

(hereinafter the Retaining Firm), individually and collectively as the Party, located at

WHEREAS, the Party desires to retain and authorize EWCG to proceed with this Case and EWCG agrees to the retaining of its services in the case captions below.

WHEREAS, the Party recognizes that they are retaining the services of EWCG as a professional scientific consultant and that EWCG is not functioning, nor is claiming to be functioning, generally as a provider of healthcare or professional legal services. Moreover, all expert opinions secured by EWCG represent the true state of mind of such experts and consist of his or her personal scientific opinion(s) based solely, and without undue influence of either EWCG or the Party, upon their understanding of the case and the scientific literature in the actual or potential claim, captioned:

(hereinafter the Case)

filed, or to be filed in _____

Docket No. _____.

NOW THEREFORE, for and in observance of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Party retains and authorizes EWCG to proceed forward as its agent in the evaluation, preparation, prosecution or defense of the Case and the procurement of one or more expert witnesses as directed by the Party.
2. The Party agrees to forward in a timely manner, and in advance of actual performance of any and all services by EWCG and its experts and agents, sufficient payment for all currently foreseen and necessary services. The determination of the amounts of all such retainers to cover necessary work by EWCG and its agents will be discussed with the Party prior to beginning such work. In the event insufficient funds exist to cover work requested by the Party for EWCG, its experts and agents, all work will stop and be held in abeyance until funds are forthcoming.
3. EWCG will utilize its best efforts to procure and retain the services of one or more expert witnesses of good professional standing and moral character, generally board eligible or board certified in each expert's area of specialty or having other appropriate qualifications through training or experience, to act as the Party's expert witness(es) in the Case as concerns the rendering of oral and written opinions, the signing of affidavits, giving depositions or courtroom testimony under oath and directly consulting with the Party. However, in the event EWCG cannot locate, after due diligence, one or more experts suitable and satisfying all specified needs of the Party and their Client, and the Party desires to stop the search, the Party acknowledges that all bills submitted by EWCG in the pursuit of finding an expert are due and payable on demand.
4. All work desired by the Party and proposed to be executed by each expert must be discussed with EWCG prior to any discussion occurring between the expert and the Party. Such discussion includes the preparation and signing of affidavits, producing work product and the scheduling of all depositions and court appearances.
5. The Party will make no payment directly to any expert. Payments for such services will be made in advance to EWCG and held by EWCG for disbursement to the expert at the conclusion of the proposed work. In this capacity, EWCG functions solely as the expert's collection agent and such payments are not to be considered as reimbursement of the internal fees and charges of EWCG.
6. EWCG expends great efforts in assuring the quality of the expert's provided, however, EWCG makes no warranty, express or implied, for the expert's credentials or performance and it remains the sole responsibility of the Party to verify the credentials and past work of the expert.
7. The Party will indemnify EWCG for all actions taken on behalf of the Party, including, loss of documents by EWCG, its experts and agents.
8. The Retaining Attorney and the Retaining Firm, herein known as the Party, individually and collectively agree to be personally liable for payment of all monies due EWCG and its experts for requested work and associated expenses so incurred. EWCG retains full enforcement of its rights or any other matter hereunder, including additional payment of attorney's fees generated in pursuing payment of delinquent balances by EWCG.

9. This Agreement shall be deemed to have been executed at the offices of EWCG, Atlanta, Georgia, USA, regardless of the situs of the Case, or the Party's office. As part of entering into this Agreement, the Party consents and agrees that all actions or proceedings arising from this Agreement shall be litigated only in the Courts having situs in Fulton County, Georgia, USA.
10. The Party recognizes and acknowledges that EWCG is entitled to collect, and the Party will pay, a minimum fee of \$900.00 per each Case, \$1200 Rush Cases, submitted to EWCG for internal review and locating an appropriate medical or scientific expert suitable to the Party. EWCG will not charge any additional monies to the Party for internal work involved in Case review, discussions with the Attorney, discussions with experts, phone contacts, miscellaneous charges and so on until chargeable hours exceed five (5). At that time, additional monies needed to complete work on the Case will be requested from the Party, prior to EWCG continuing any additional work.
11. The Party agrees that EWCG and or its experts will retain all medical records and original diagnostic tests which are in their possession, in the capacity of a mechanic's lien, until such time that the Party completes payment of monies due to EWCG for services rendered.

IN WITNESS WHEREOF AND EXECUTED AS OF THIS ____ day of _____, of the year 2004, by and between,

for the Party

for EWCG

NO WORK WILL BEGIN UNTIL EWCG RECEIVES, BY RETURN MAIL OR COURIER, THE ORIGINAL, SIGNED AGREEMENT, SUPPLEMENTS AND ALL REQUESTED MONIES