

Expert Witness Retention Contract

1. **Parties.** This contract is made between Douglas W. Bowerman, MD PLLC (“Expert”) and the Law Firm of _____ (“Client”) regarding the underlying legal matter of _____.
2. **Retention.** The parties agree that Expert will only become retained by Client once this contract has been mutually executed and Client has paid the initial retention retainer.
3. **Expert’s Fees, Expenses, and Payment Terms.**
 - Expert’s Taxpayer ID#: 105-58-1323.
 - Submit payment to: Douglas W. Bowerman, MD PLLC
5576 Wells Curtice Rd. Canandaigua, NY 14424
 - a. **Retention Retainer- \$3,500.**
 - b. **Hourly Rate- \$650/hour.** The parties agree that this rate specifically applies (but is not limited to) time spent organizing paper records, creation of a table of contents for electronic records; telephone, e-mail, text, video, and in-person communication; reviewing records; case analysis; reading depositions, including my own; preparing visual aids; preparation efforts for deposition and trial; and writing and editing reports. Expert’s time will be tracked and invoiced to the nearest one-tenth of an hour.
 - c. **Research-** Time spent conducting research related to the standard of care or any issue *within the specialty of Internal Medicine* will not be billed. Research concerning other topics, such as individual hospitals, procedures not performed by Internists, or issues pertaining to other specialties will be billed at the above hourly rate.
 - d. **Court Testimony- \$7,500** for each day of court testimony. Expert will make all travel arrangements and pay for all travel expenses. Payment is required at least sixty (60) days prior to the date of planned court testimony. If testimony is postponed or cancelled the same or day before the expected testimony, \$1,500 will be refunded. If testimony is postponed or cancelled between two (2) to seven (7) days prior to the expected testimony, \$3,500 will be refunded. If testimony is postponed or cancelled more than seven (7) days prior to the expected testimony, \$5,500 will be refunded.
 - e. **Deposition Testimony- \$2,500** for each day of deposition testimony that occurs within the greater Rochester, New York area. Payment is required within ten (10) days of confirming the date of the deposition. If the deposition is postponed or cancelled, \$1,500 will be refunded. Client is responsible for collecting any and all

deposition fees owed by other lawyers or parties. Expert will be available to travel to location of Client's choosing, with additional fees negotiated at that time.

4. **Duties of Client.** The Client's duties specifically include, but are not limited to:
 - a. Notifying Expert of all parties and attorneys involved in the case.
 - b. Where circumstances reasonably allow, providing Expert with prompt notice of any *Daubert* motions, *Frye* motions, motions in limine, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Expert's testimony or Expert's participation in the underlying legal matter.
 - c. Notifying Expert upon the closure of the case or at time that it is known that Expert will no longer be involved with the case.

5. **Expert's Right of Withdrawal from the Case.** Expert shall have the absolute right to withdraw, without any liability, from the case if:
 - a. Expert discovers a conflict of interest which precludes Expert's further involvement in the case.
 - b. Expert discovers that because of legal restrictions Expert's involvement or testimony in the case could reasonably be deemed to be practicing Expert's profession without a license.

6. **Payment of Expert Fee Not Determinative of Outcome.** The parties expressly agree and understand that the payment of the fees set forth herein is not contingent upon the Expert's opinion after review of the case, nor the outcome of the case.

7. **Expert Not Liable for His Opinion.** It is understood and agreed that the Expert shall not be liable to the Client nor any third part for the opinion(s) he renders. If a third-party names the Expert as the defendant in a suit connected with any opinion he has rendered in good faith about this case, the Client agrees to indemnify and hold harmless the Expert.

EXPERT, by



Douglas Bowerman, MD

CLIENT, by

(print name)

Date: _____