



# **SCIENTIFIC FIRE ANALYSIS, LLC**

88005 Overseas Highway, #10-134

Islamorada, FL 33036

770-815-6392

*e-mail: scientific.fire@yahoo.com, website: www.firescientist.com*

## **TECHNICAL SUPPORT SERVICES CONTRACT**

**THIS AGREEMENT** is made at Islamorada, Florida, on the date indicated on the signature page, by and between **Scientific Fire Analysis, LLC**, 88005 Overseas Highway, Islamorada, FL, hereafter referred to as **SFA**, and

**Client Name**

**Client Firm**

**Client Address**

**City, State Zip code**

hereafter referred to as "**Client.**"

SFA hereby agrees to render testing, consulting, and/or expert witness services to Client in the matter of

**Plaintiff vs. Defendant.**

and to provide the services of **John J. Lentini, CFI, D-ABC**, on an hourly basis on the following terms and conditions:

1. Subject to SFA approval, consulting services shall be rendered at such times and places as Client may request.
2. Services rendered by SFA for Client and the respective relationship between SFA and Client in all matters related to this contract shall be as independent contractor and client, and not as employee, agent, or servant. Client shall have no authority to bind nor obligate SFA in any manner whatsoever. Client shall not make any representations with respect to SFA or the opinions of its employees without prior authorization by SFA .
3. All information acquired as a result of this contract will be considered confidential and will not be disclosed without prior permission of Client.
4. Client agrees that SFA, in performing its functions in accordance with this contract, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. Client agrees to indemnify and hold harmless SFA from any claims arising from any actions taken by SFA in the performance of this agreement.
5. Client agrees to promptly inform SFA of any court filing, motion, or ruling which may adversely affect SFA including *Daubert* motions or motions intended to limit the scope of testimony, and discovery requests that call for the dissemination of confidential SFA information. SFA may, from time to time, employ outside counsel to defend itself in these actions and Client agrees to co-operate with any counsel retained by

***Fire Investigation, Analysis and Review***

***Fellow, ASTM International; Fellow, American Academy of Forensic Sciences;***

***Diplomate, American Board of Criminalistics, Member, NFPA Technical Committee on Fire Investigations***

***Member, NFPA Technical Committee on Fire Investigator Professional Qualifications***

SFA. SFA reserves the right to employ its own legal counsel to respond to discovery requests made of SFA and SFA may object to requests that it deems are outside the scope of engagement or call for SFA to disclose confidential or unduly burdensome information. SFA may, at its sole discretion, terminate its work immediately upon written notice if during the course of the project a material conflict of interest develops. Furthermore, SFA may terminate work if it is judicially required to engage in onerous discovery or other legal proceedings outside the intended scope of the work.

6. This Contract shall not become effective until execution by both parties, and receipt by SFA of the retainer described in paragraph 9. This Contract may be terminated by either party by written notice to the other. In the event of termination, Client will be invoiced and agrees to pay SFA for all the fees and costs already incurred, and all outstanding materials and labor costs accrued through the date of termination, in accordance with paragraphs 7 through 10. Terms of payment are not to exceed 30 days from receipt of SFA's invoice.

7. In consideration for the services of **John J. Lentini**, Client agrees to pay SFA **\$350.00** for each hour of services rendered. It is understood and agreed that an hour of such services shall comprise any accumulation of time, determined to the next higher 6 minute increment, spent in performance of the services rendered hereunder, including time spent in travel on Client's behalf. A minimum of 8 hours per day for scheduled court appearances and 4 hours per day for depositions will be charged. Air travel will be in business class. For services rendered outside of the Florida Keys, thus requiring an overnight stay, a minimum of 10 hours per day will be charged and hotel and meal expenses will be incurred by Client. To the extent that the terms of this agreement conflict with Client's "billing practices," Client agrees that the terms of this agreement will govern.

8. All services rendered by SFA in the case at hand shall be chargeable to Client, including, but not limited to: travel, evidence examination, analysis and testing, design and set-up of experiments, and consulting with any individuals or entities designated by Client, including adverse parties and their attorneys. While depositions taken during discovery by adverse counsel are generally considered to be the responsibility of counsel calling for the deposition, Client agrees to cover any deposition fees or costs in the event that adverse counsel fails to pay. SFA will make all reasonable efforts to obtain its fees from adverse counsel, but cannot guarantee that scheduled depositions will be given if fee arrangements are not fully agreed to in advance. Client agrees to pay the standard hourly rate of any SFA employee deposed as a result of any work done under this contract, even in the event that one or more counsel choose to characterize the SFA deponent as a "fact witness." SFA personnel render services on a time and materials basis only. Client specifically acknowledges that SFA does not accept consulting work of any kind on a contingent basis.

9. Client shall, at SFA's requirement, pay a retainer. The retainer amount for this matter is **\$3,500.00**. This retainer will be billed against and shall be replenished by Client when depleted.

10. Client shall reimburse SFA for all direct expenses including travel expenses incurred as a part of the performance of the services rendered hereunder.

11. SFA shall submit a statement to Client at least quarterly for each quarter in which SFA renders services hereunder.

12. Terms of payment are Net 30 days. SFA will apply the retainer to the final invoice and Client will remit any additional monies owed within 30 days.

13 Any remaining Client balance will be refunded to the Client within 30 days of the completion of the matter.

14. The Client agrees that SFA is being retained by the Client and no other third party is responsible for payment of SFA's invoices.

15. If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall remain in full force and effect. By signing below the Client agrees that he/she has the authority to financially bind his/her firm, corporation, or business entity for this contract.

Both parties understand and agree to the terms and conditions of this Contract.

Signature: \_\_\_\_\_

Name: John J. Lentini

Title: President

Date: \_\_\_\_\_

For: SCIENTIFIC FIRE ANALYSIS, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For: \_\_\_\_\_

Please refer to SFA file number **YYMMDD**