



Animal Behavior Professionals, LLC

Engagement Letter

Date: _____

This letter confirms that you have retained me to represent you in connection with the following matter:

Case No. or Title _____

Sex; breed; age, neuter status and weight of dog at the time of the incident:

Dog is alive (Y/N): _____ **Date euthanized:** _____

Pursuant to our agreement, I will provide services to you as an independent professional. Payment to me for the services I provide is not dependent upon my findings, or on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between you and any other person or party.

My minimum, non-refundable engagement fee for services is \$1,000, which shall be due at the time you sign this letter and return it to me. Billings for services performed or expenses incurred shall be charged against the engagement fee until such time as it is exhausted. You may not identify me as either a testifying or non-testifying expert until such time as the engagement fee has been paid.

You agree to compensate me for services rendered as follows:

Fees for Services: Except as outlined herein, you shall pay me at the rate of \$250 per hour for all tasks performed under this agreement, including but not limited to evaluation of the dog, analysis, conclusions, preparation of reports, and necessary travel time (car/train/air travel). Fees will be billed by the quarter of an hour, with a minimum charge for any discrete task of one quarter of an hour. For testimony at deposition or trial, I shall be paid at the rate of \$450 per hour, to be billed in hourly increments. This rate for testimony shall apply both while I am waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

Exhibit Preparation: You also agree to reimburse me for time spent preparing graphics or exhibits at the rate of \$250 per hour.

Expenses: You agree to reimburse me for expenses as follows:

- Expenses associated with photography, reproduction of documents and photographs, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at market rates.

- Travel: For any travel greater than 10 miles from my office, I shall be reimbursed for any costs of travel, with mileage at the federal mileage rate.
- Lodging: For any travel of more than eighty (80) miles from my office, I shall be reimbursed for the cost of meals and lodging, plus a ten percent (10%) handling fee.

You have had the opportunity to investigate and verify my credentials, and you agree that I am qualified to perform the services described in this contract.

You are responsible for all payments as outlined in this contract, regardless of any arrangement you may have with any party or parties you represent. I will issue bills on a monthly basis, or whatever other interval I deem appropriate. Bills are due on receipt and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum rate permitted by law, not to exceed 1.5% per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, I shall have the unrestricted right to resign from performing additional services for you and your firm/organization on any and all cases that I am working on for your firm/organization.

This agreement shall be interpreted under the laws of the State of Wisconsin. Any litigation under this agreement shall be resolved in the trial courts of Milwaukee County, State of Wisconsin.

Your signature below represents your agreement with the terms set forth herein. Please return a signed copy of this letter to my office, along with the required engagement fee.

Sincerely,

Mindy Waite, PhD, MS, CAAB

I accept the terms of this agreement:

Name: _____ Organization/company: _____

Date: _____

Checks can be mailed to:

Mindy Waite
700 Sandpiper Trail, Apt 111
Cottage Grove, WI 53527