

TERMS OF SERVICE

Effective 1/1/2011

1. FEES AND BILLING PRACTICES. My current hourly rate for expert services is **\$275.00**. This includes but is not limited to: review of the report and laboratory notes, review of associated case materials, reanalysis of electronic data, consultation with you, either on the phone, through e-mail, or in person, and consultation with other experts on your behalf.
2. RETAINER. My minimum retainer is **2000.00**, which represents about 7 hours at my hourly rate of \$275.00. This retainer is paid solely in exchange for my agreement to provide consulting services to you.
 - a) For most public agencies, I require a **court order or letter of retainer** naming me, and specifying my hourly rate and the number of hours approved by the court or agency. The minimum authorization of **\$2000.00** will be billed after some or all of the work in the case is completed.
 - b) For private parties, you agree to pay me an **non-refundable minimum retainer** of **\$2000.00**, prior to my commencing any work on your case.
 - c) Under certain circumstances, determined solely by me, I may choose to reduce the minimum billing to 50% (**\$1000.00**) of the minimum retainer.
 - d) When payment from a public jurisdiction or private party is habitually received more than 90 days past the date of the initial invoice, my hourly rate on future retainer agreements may be increased by 10% to \$300.00.
3. No services will be performed until the initial retainer, court order, or letter, as described above, is received. For continuing services not covered by the initial retainer, court order, or letter, you agree to provide additional advances or authorization before I will continue to provide services. The amount of each additional advance or authorization will be calculated by multiplying my hourly rate of **\$275.00** times the additional hours estimated.
4. RUSH SURCHARGE. I may charge you 150% (**\$3000.00**) of the non-refundable minimum retainer for cases requiring a turn-around time of 7 days or less.
5. COSTS AND OTHER CHARGES. (a) In general, most reasonable costs will be covered by standard operating overhead. In the event unusual costs are incurred in performing consulting services under this agreement, you agree to pay for those costs and expenses in addition to hourly fees. Such costs and expenses might include, but are not limited to, items such as overseas phone calls or rush shipments.
6. OUT OF TOWN TRAVEL. You agree to pay transportation, meals, lodging, and all other costs for any necessary out-of-town travel by me. Major expenses such as airfare and lodging will be paid up front by you or your agency. My professional fees will be billed, **portal-to-portal**, at a daily rate of \$2000.00 per day that I am traveling on business pertaining to your matter.
7. CANCELLATION FEES. Because reserving a time block for you may cause me to decline other employment opportunities, I reserve the right to bill you for partial payment of reasonable expected fees.
 - a) Cancellation notifications received less than 72 hours prior to expected commencement of services will be billed at 50% of the expected fees.
8. TERMS OF PAYMENT. My bill is payable upon receipt and is due within 30 days of the invoice date. After 60 days, the bill will be considered overdue. After 90 days, the bill will be considered delinquent.
9. REPORT. Upon request I will provide you with a report. The time required to write the report will be billed at my usual rates. I will retain a copy of the report.

10. **DISCLAIMER OF GUARANTEE.** Any conclusions or expressions of opinion regarding your case will reflect my examination of the materials provided to me. Nothing in this agreement and nothing in my statements to you will be construed as a guarantee of any particular conclusion or advocacy of any particular point of view.



Norah Rudin, Ph.D.
Forensic DNA Consultant

I have read and understand these *Terms of Service*

Print name and title

Signature

Date
