

FLOOR TECH LTD.

Greg Rietdorf

9320 Sugar Mill Drive

Fort Wayne, IN 46835

Office (312) 788-9082 Fax (260) 486-7644



Agreement Number _____

AGREEMENT FOR ENGAGEMENT OF PROFESSIONAL SERVICES

This agreement, hereinafter “Agreement” is entered into by and between Greg Rietdorf d.b.a. Floor Tech Limited, hereinafter “Consultant” and the undersigned, hereinafter “Client”. This Agreement is considered by both parties, a legally binding contract as of the date set forth at the end of this Agreement.

1. Retention

- 1.1 Consultant will be able to commence work for Client upon receipt of the retainer amount specified at the end of this Agreement.
- 1.2 Consultant shall place the retainer amount upon an “Expense Account” ledger. Funds will be drawn upon for Consultant’s fees and expenses. Client can provide additional funds to the “Expense Account” at any time.
- 1.3 Upon receipt of retainer, Consultant agrees to work for the Client, exclusively in matters pertaining to this Agreement, while this Agreement is in force.
- 1.4 Prior to receipt of retainer, Consultant is free to accept work from anyone, including any persons or parties involved in this matter.
- 1.5 In the event of termination of this Agreement (see Termination, Section 6), Consultant is free to accept work from any person or party, including a person or party involved with this matter.

2. Confidentiality

- 2.1 Consultant agrees not to release or discuss any non-public information obtained from Client, without written consent of the Client, or compelled under law, while this Agreement is in force.
- 2.2 Consultant agrees not to release or discuss any information gathered, or developed, by Consultant while working for Client, inasmuch the information pertains directly to the matters involved with this Agreement and Client has duly reimbursed Consultant for such work as described within this Agreement.

3. Services

- 3.1 Consultant agrees to perform the services requested by Client. All requests shall be presented to Consultant in writing.
- 3.2 Any estimates relayed to Client by Consultant, either verbally or written, are to be considered estimates only and not a binding quote for services.

4. Compensation

- 4.1 Client agrees to pay Consultant for requested services as billed according to the attached Price List. The current price list is also available online at www.FloorTechLimited.com
- 4.2 Hourly Rate: \$150.00 per hour plus expenses. Consultant's hourly rate charges involve ALL time dedicated to matters identified in the Service Request(s). This includes, but not limited to, telephone and email time, research, evaluation and preparation time, meeting time, travel time, inspection and investigation time, and the like.
- 4.3 Expenses: Costs Plus 50% Surcharge. Consultant's expense charges include ALL costs involved with matters identified in the Service Requests(s). Expenses include, but not limited to, driving travel rate of \$1.00 per mile, lodging, air flight costs, communication costs, audio/video reproductions, shipping fees, specialty equipment, standards and guideline costs, incidental travel expenses (cab fare, etc.), food costs, and the like.
- 4.4 Expenses are IN ADDITION to hourly time.
- 4.5 The 50% surcharge can be avoided if Client provides Consultant with adequate funds prior to incurrence of expenses.
- 4.6 Deposition and Hearing appearance :
 - 4.6.1 Scheduling fee: \$600.00 - \$2,000.00, depending upon location, specified below.
 - 4.6.2 Scheduling fee is non-refundable.
 - 4.6.3 In the event of cancellation of deposition or hearing, other than by Consultant, an additional Scheduling Fee must be received by Consultant prior to rescheduling deposition or hearing date.
 - 4.6.4 Expense Deposit: Variable, specified below.
 - 4.6.5 Expense Deposit is refundable in the amount remaining after actual expenses are deducted, and all other charges are paid in full.
 - 4.6.6 Hourly Estimate Deposit: variable, specified below.
 - 4.6.7 Hourly Estimate Deposit shall be received by Consultant prior to the deposition or hearing date.
 - 4.6.8 Failure to provide Consultant with the Hourly Estimate Deposit payment prior to the date of deposition or hearing will result in cancellation of the scheduled deposition or hearing appearance with a forfeiture of the scheduling fee being applicable.

4.6.9 Any time exceeding the Hourly Estimate Deposit will be billed at the rate of \$150.00 per hour, in four (4) minute increments, and payable within ten (10) days after invoice date.

4.6.10 Hourly Rate: Variable minimum / \$150.00 per hour.

4.6.11 In the event that the Hourly Estimate Deposit amount exceeds the time/rate amount, the overage shall be returned by Consultant within ten (10) days of final billing of the deposition and/or hearing appearance. Any outstanding expenses shall be deducted from the overage amount prior to return.

4.6.12 Scheduling Fee and noted Deposits must be received by Consultant prior to Consultant scheduling the deposition or hearing.

5 Billing

- 5.1 Consultant will provide Client with an itemized billing statement of legitimate charges at least once a month, or as deemed appropriate by Consultant. The billing statement will indicate the charges applied to the retainer amount and funds within the Client's Expense Account.
- 5.1 Failure to itemize chargeable items on one statement shall not constitute a waiver of rights to assess the charges on subsequent billings.
- 5.2 For balances not paid by retainer or Expense Account funds, Client agrees to pay said balances within ten (10) days after the invoice or statement date.
- 5.3 Any balance not received by Consultant within fourteen (14) days after the invoice or statement date, may incur, at Consultant's sole discretion, a late fee of \$100.00 or 15%, whichever is greater, per month.
- 5.4 Consultant may, at Consultant's sole discretion, disallow any discounts previously applied to services for accounts with an outstanding balance that remain unpaid after fourteen (14) days from the invoice or statement date.
- 5.5 Payment of all fees and expenses is the responsibility of Client notwithstanding Client's relationship with third parties, contingency agreements, subrogation, etc.
- 5.6 Consultant may, at Consultant's sole discretion, prepare and serve separate billing to an opposing party, or attorney, for discovery disposition charges. Client remains liable for the charges and agrees to make full payment to Consultant of separately billed charges not paid within ten (10) days of the invoiced date.

6 Termination

- 6.1 This Agreement can be terminated by either party at any time. This Agreement will become terminated upon receipt of written notice only, or after fourteen (14) days of proof of mailing such notice.
- 6.2 This Agreement is binding to both parties until termination occurs as described above. Termination in no way voids the terms, contents or intents contained in this Agreement during the time that this Agreement is in force.
- 6.3 Client agrees to pay Consultant for all work and expenses incurred up to the receipt of a termination notice, or after fourteen (14) days of proof of mailing such notice.

7 Dispute Resolution

- 7.1 This Agreement is considered initiated and bound in Allen County, Indiana.
- 7.2 Consultant and Client do herein agree that any action to enforce the terms of this Agreement will occur in Allen County, Indiana, or at Consultant's sole discretion, in any other jurisdiction which represents the proper venue for such an action.
- 7.3 In the event that either party obtains the services of an Attorney to enforce the provisions of this Agreement, the Client agrees to pay any and all costs and expenses incurred by Consultant, including reasonable attorney fees, collection costs and processes, providing that Consultant is the prevailing party in said matter by settlement, litigation, or otherwise.

8 Service Request.

- 8.1 Any Service Request is considered part of this Agreement once signed and dated by Client and received by Consultant.

9 Price List

- 9.1 The current and any subsequent Price Lists, are considered part of this Agreement.
- 9.2 Consultant may, at Consultant's sole discretion, demand a new Price List become effective ninety (90) days after the date of this Agreement, and upon each ninety (90) day interval thereafter.

10 Signatures

- 10.1 By signing below, Client declares their full understanding of all terms and conditions, and their intents, which are contained in the Agreement, including the Price list(s) and Service Request(s).
- 10.2 By signing below, Client affirms their full acceptance and agreement to all terms and conditions contained in this Agreement, including the Price List(s) and Service Request(s)

Signed and agreed to this ____ day of _____, _____

Agreement Number _____

Client Signature _____

Client Printed Name: _____

Client Address: _____

Client Phone Number: _____

Alternate Phone Number _____

Client Email _____