



[www.Electrical-Forensics.com](http://www.Electrical-Forensics.com)

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**Payment Agreement  
for the Deposition of Dr. Ray Franco, PhD., PE., (ver. 17.07.12)**

It is customary for the opposing attorney to pay deposition fees of experts when they take their depositions. However, who pays for the time that is required to gather up all the materials the opposing attorney requested that is not in my file? Who pays for preparation time and travel expenses? I have been burned here more than once, with both attorneys citing legal cases. In the end, I was the only one that did not get paid. Hence, there is a need to find out who is paying for what before my deposition.

**Signatures**

Statements with two signature blocks are to be signed by both parties.

**Deposition Postponement or Cancellation**

If I postpone or cancel Dr. Franco's deposition without giving him at least three (3) working days of notice, I agree to compensate Dr. Franco for 8 hours of his time at a rate of \$295 per hour.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

**Eight (8) Hours per Deposition Day**

I agree to compensate Dr. Franco at the rate of \$295 per hour for a minimum of eight (8) hours per deposition day.

\_\_\_\_\_  
Signature and Date

## **Travel Time & Mileage**

Travel time and mileage will be per Google Maps. I agree to pay Dr. Franco the rate of \$225 per hour for his travel time - plus \$0.54 per mile.

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Signature and Date

## **Lodging and Meals**

If the deposition location is over three (3) hours from Vicksburg, MS, or if the start time and distance requires Dr. Franco to depart Vicksburg, MS before 7:00 a.m., I agree to pay for lodging and meals – not to exceed \$250 per day for both – for each day he is away from home.

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Signature and Date

## **Requested Materials**

I agree to compensate Dr. Franco at the rate of \$295 per hour for gathering up items that he must bring to his deposition. I also agree to compensate Dr. Franco, at the same rate, for gathering items that are requested during his deposition. I understand that Dr. Franco does not keep email correspondence in his file, and that all such correspondences are in the Internet Cloud, and they must be searched for and retrieved.

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Signature and Date

## **Reproduction Cost**

Dr. Franco keeps a paperless office. Unless he is requested to do otherwise, I understand that he will only bring electronic copies of photographs, documents, notes, drawings and etc to the deposition. If paper copies of any documents, notes or materials are requested, I agree to pay Dr. Franco at the rate of \$295 per hour - plus \$0.25 per black & white page and \$1.00 per color page for ink

paper and equipment. Dr. Franco does not have the capability to reproduce large amounts of photographs and documents. The reproduction job may be farmed out to Office Depot, Office Max, Kinko's, etc. I agree to pay for a copy to be provided to every party at the deposition.

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Signature and Date

### **Preparation Time**

I agree to pay Dr. Franco at the rate of \$295 per hour for his time reviewing and preparing for his deposition.

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Signature and Date

### **Corrections & Signing**

I agree to pay Dr. Franco at the rate of \$295 per hour for reviewing and correcting any errors in his deposition.

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Signature and Date

### **Payment Terms**

I agree to pay for the costs that I have signed off on within 30 days of receiving an invoice from Dr. Franco. I understand that I will be charged interest of 1.5 percent per month for any balance overdue past 30 days, and I agree to pay this interest. If an invoice is overdue past 90 days, the collection of this debt will be turned over to a debt collection agency or attorney. I agree to pay the debt collection fees.

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Signature and Date

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Signature and Date