



FIRE/RECONSTRUCTION CONSULTANTS, INC.

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CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made on _____, _____, by and between _____ ("The Client") and Fire/Reconstruction Consultants, Inc. ("The Consultant"), Cape Canaveral, Florida, 32920.

A. The Consultant has extensive background in Fire and Explosion, origin and cause investigations including, but not limited to: marine fires and failures; underwater location; and investigation of burned sunken vessels, vehicle, heavy equipment and structure fires; explosive ordnance, hazardous devices and hazardous materials incidents; failure analysis with video and still photography; evidence collection; case evaluation and preparation; and technical litigation support. The Consultant is willing to provide "Expert" services to the Client based on this above listed background.

B. The Client desires to have expert services provided by The Consultant.

C. The Consultant will be available to commence work for The Client immediately following receipt of a retainer as set forth in Section 3 below.

Therefore, the parties agree as follows:

1. Description of Services:

Beginning on _____, The Consultant agrees to perform consulting and/or expert witness services as requested by The Client. In connection with such services The Consultant agrees to perform such investigation, document review, studies, research and testing as are necessary to be able to consult with The Client as an expert witness with respect to The Consultant's findings. The Consultant agrees to verbally report its facts, conclusions, and findings to The Client. When desired by The Client, The Consultant will prepare and submit its written report to The Client. The Consultant also agrees to assist in trial preparation and to testify as an expert witness in those areas, in which its personnel are qualified, concerning the _____ that occurred on _____ at _____, in _____.

2. Performance of Services:

The Consultant shall determine the manner in which the services are to be performed and the specific times of performance. The Client will rely on The Consultant, the Consultants Experts and Associates to work as many hours as are reasonably necessary to fulfill The Consultant's obligations under this agreement.

3. Payment to Consultant:

The Client will pay a fee to the Consultant based on the Consultant's published rate schedule at the time the services are performed. **ADDENDUM:** (Current Rate Schedule)

A non-refundable retainer of \$----- is required before case work can commence. **(All retainer checks should be made out to Fire/Reconstruction Consultants, Inc.)** The full amount owed on outstanding accounts will be billed after activities are performed for the case. Accounts are due upon receipt of the invoice. All outstanding accounts must be paid in full before any trial testimony. Accounts overdue one month or more will be charged an additional service charge of 1.25% of the unpaid balance per month. Delinquent accounts may be turned over for professional collection. In such event, the costs of collection, including any attorney's fees and expenses will be added to the clients invoiced principle amount and be subject to the monthly service charge.

**From time to time our rates and billing policies may change. Services and expenses are billed according to the published rate schedule in effect at the time the services are rendered.*

[It is not uncommon for attorneys, representing parties other than our clients, to agree to pay for our deposition services and expenses. In that event, it is our policy that our client remains totally responsible for all of these deposition related charges and the clients account will be billed accordingly. In the event that payment is not received from the other attorneys within the current billing periods, full payment of the outstanding charges are expected from our client. When and if payments are received from the other parties, our clients account will be credited.]

Upon termination of this agreement, payments under this section shall cease; provided, however, that the Consultant shall be entitled to payments for periods that occurred prior to the date of termination and for which the Consultant has not been paid.

4. Right to Inspect:

The Client, or the Client's agent, shall have the right to inspect the Consultants records for the limited purpose of verifying the calculation of payments, subject to such restrictions as the Consultant may reasonably impose to protect the confidentiality of the records. The Client shall make such inspections during The Consultant's reasonably established business hours.

5. Death of The Consultant's Expert:

If the Consultant's Expert or Consulting Associate assigned to The Client's matter should die during the term of this Agreement, The Consultant shall be entitled to all payments for the period ending with the date of the Consultant's Expert or Associates death. However, The Consultant will, if requested by The Client and at The Client's expense, attempt to obtain a replacement Expert or Associate to complete the matter if The Client prefers that alternative to starting over with another similarly qualified consultant.

6. Disability of Consultant's Expert:

If the Consultant's Expert or Consulting Associate, becomes disabled during the term of this agreement, The Consultant shall be entitled to all payments until the Consultant's Expert or Associate becomes incapable of performing the services. For the purposes of this agreement, " disability" means a mental or physical illness or condition that renders the Consultant incapable of performing all of the services for such an extended period of time that timely completion of the matter is not practicable. As in the case of death, The Consultant will, if requested by The Client and at The Client's expense, attempt to obtain a replacement Expert or Associate to complete the matter if The Client prefers that alternative to starting over with another similiary qualified consultant..

7. Expenses of Consultant:

The Consultant shall be entitled to reimbursement from the Client for all "out-of-pocket" expenses. These include, but are not limited to, Engineering costs, Laboratory Testing fees, Photographic costs, (including film), Equipment Rentals, Airline fares, Rental Automobiles, Tolls, Subsistence, Hotel Rooms, Mileage fees, etc. Such expenses shall be separately and clearly stated on The Consultant's monthly invoices.

8. Support Services for The Consultant:

The Client will provide the following support services for the Consultant: All information that would assist in a positive conclusion to the case.

9. Terms/ Termination:

This Agreement only concerns this one specific case as outlined in section 1. above. Its term shall be for a one (1) year period, and it shall automatically renew for successive terms of the same duration, unless either party provides thirty (30) days written notice to the other party of its intent no to renew prior to the termination of the applicable initial or renewal term. Either party, with written notice, may terminate this agreement at an earlier time, with just cause.

10. Relationship of the Parties:

The parties mutually understand and expressly agree that the Consultant is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not be required to provide any fringe benefits, including health insurance benefits, paid vacations, or any other normal employee benefit, for the Consultant.

11. Consultants Employees:

The Consultant's Experts, Associates and Employees, if any, who perform services for The Client under this agreement shall also be bound by the provisions of this agreement.

12. Assignment:

The Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Client.

This provision in no way limits the Consultant from assigning portions of the case work to Associate Experts, (i.e. Engineers, Chemists, etc.), who are better qualified to handle that portion of the case work.

13. Confidentiality:

The Consultant recognizes that The Client has and will have business affairs and other proprietary information (collectively "information") which are valuable, special and unique assets of the client.

The Consultant, (licensed under Chapter 493, Florida Statutes, as a Private Investigative Agency), agrees that other than provided by law, it and its employees and/or Associates will at no time or under any circumstances, directly, or indirectly, divulge, disclose, or communicate "information" to a third party, or use The Client's information for The Consultant's own benefit without prior written permission of The Client. The Consultant may disclose "information" to its employees and Associate Experts, who may be working on the case, in order to enhance the outcome of the case. The Consultant, their employees, and Associate Experts will protect the information and treat it as strictly confidential.

The Client recognizes that the Consultant now has and will in the future have, business affairs, and other proprietary information (collectively "Information") that are valuable, special and unique assets of the Consultant. All photographs, videos and reproductions thereof are proprietary and unique assets of the Consultant. The Client will protect that Information and treat it as strictly confidential.

A violation of this section shall be a material violation of this Agreement. Each party's obligation to the Other Party shall be satisfied if it treats the disclosing party with the same degree of care as it affords its own confidential trade secret information.

14. Return of Records:

Upon termination of this Agreement, the Consultant will deliver all records, notes, data or memorandum that was received from the Client, and are in the Consultant's possession or under the Consultant's control and are The Client's property or relates to The Client's business. Alternatively, The Consultant may properly destroy this material upon permission of The Client.

15. Notices:

All Notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Client: _____

Attn: _____

Consultant: Fire/Reconstruction Consultants, Inc.

Attn: Capt. Walter P. Godfrey, Jr., F.C.I., C.F.E.I., C.F.I.I.,
President

P.O. Drawer 307

Cape Canaveral, Florida 32920

Either party may change such addresses from time to time by providing written notice in the manner set forth above. Notice may be sent by email to provide timely notice, but must be confirmed in hard copy as well.

16. Entire Agreement:

This Agreement contains the entire Agreement of the parties. There are no other promises or conditions related hereto in any other agreement, whether oral or written. This Agreement concerns only this specific case as set forth in section one (1) above and in no way supersedes any prior written or oral agreements concerning other cases between the parties.

17. Amendment:

This Agreement may be modified or amended if the amendment is in writing and is signed by both parties.

18. Severability:

If any provision of this Agreement shall be held to be invalid or unenforceable in its entirety for any reason, then the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is partially invalid or unenforceable, but that by limiting or reforming such provision it would become valid and enforceable, then such provision shall be deemed to be rewritten, construed and enforced as so limited or reformed.

19. Waiver of Contractual Right:

The failure of either party to enforce, on any particular occasion, any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with that or any other provision of this Agreement.

20. Applicable Law:

The laws of the State of Florida shall govern this Agreement. Any disputes will be litigated in the courts of Brevard County Florida.

Agreed this _____ day of _____.

By: _____

Fire/Reconstruction Consultants, Inc.

By: _____

Walter P. Godfrey, Jr., F.C.I., C.F.E.I., C.F.I.I.

C.C.D.I., C.M.S.D.

President

Senior Fire and Explosion Analyst

ADDENDUM: Current Rate Schedule (Available upon request)