

RETAINER AGREEMENT

This AGREEMENT, made this _____ day of _____, 20__
at _____ by and between

_____ hereinafter known and "Client," and _____ James D.Rodgers _____,

hereinafter known as "Expert," WITNESSETH:

That Client retains Expert in the case of:

_____ vs. _____

by the payment of a non-refundable RETAINER FEE of \$2,400.00 to prepare an appraisal and if necessary testimony related thereto in accordance with the accompanying Expert's Principles of Appraisal Practice and Code of Ethics, and agrees to pay Expert for his services in accordance with the accompanying FEE SCHEDULE.

Client may notify Expert to stop work at any time and will be liable only for the time worked in excess of the non-refundable RETAINER FEE up to the point Expert receives such notification.

It is agreed that Expert will make his best efforts, but that Expert makes no guarantees and has assumed no liability of any kind whatsoever regarding his appraisal or any matter in which his appraisal may be used, and that he will not give testimony or attendance in court or at any other hearing or meeting with reference to his appraisal unless arrangements as to time and compensation have been previously made.

In the event of any default of the performance of the obligation(s) of Client under the terms of this AGREEMENT, Client shall be required to pay any legal costs incurred by Expert in the enforcement of any provision of this AGREEMENT, including but not limited to, reasonable attorney's fees, court costs, costs of filing, in addition to any other relief to which Expert may be entitled. Furthermore, the parties agree that this AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and that in the event that any dispute which may arise under, or is in any way related to this AGREEMENT, shall be filed and adjudicated in Magisterial District Number 49-2-01 of the Commonwealth of Pennsylvania, County of Centre. If the amount at issue exceeds the jurisdictional authority of the aforesaid Magisterial District, any such claim or dispute will be filed and adjudicated in the Court of Common Pleas for Centre County, Pennsylvania.

IN WITNESS WHEREOF the parties have hereto set their hands on the date first above mentioned.

Client (Attorney's Signature)

Expert

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