

**Seth W. Stoughton**

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**Written Fee Contract**

This Written Fee Contract is entered into on \_\_\_\_\_ between \_\_\_\_\_ (“Client”) and Seth Stoughton (“Consultant”).

1. **Scope of Agreement.** Client hires Consultant to provide consulting services to Client in connection with the matter entitled \_\_\_\_\_ (the “Case”).
2. **Duties.** Consultant shall provide consulting services for Client in the Case, including the review, evaluation, and analysis of materials; the preparation of written reports or other materials; travel; testimony; and other consulting services as reasonably required. Consultant shall take reasonable steps to keep Client informed of significant developments in connection with Consultant’s work on the Case and to respond to Client’s inquires. Client shall be truthful with Consultant, cooperate with Consultant, keep Consultant informed of developments related to Consultant’s work on the Case, perform the obligations which Client has agreed to perform under this Contract, pay Consultant’s bills in a timely manner, and keep Consultant apprised of Client’s address, telephone number, email address, and whereabouts.
3. **Limitations of Duties.** Client acknowledges that Consultant does not provide legal representation or otherwise engage in the practice of law. Client acknowledges that Consultant’s engagement is with Client, not any of Client’s clients. Client acknowledges and will advise Client’s client(s) that this Contract does not create or constitute an attorney-client relationship or an employment relationship between Consultant and Client’s client(s). Client is aware and agrees that Consultant’s teaching and other

professional obligations may limit Consultant's availability to work on the Case, travel, or testify.

4. **Joint and Several Liability.** If Client consists of more than one person or entity, such persons or entities are jointly and severally liable to pay Consultant.
5. **Billing Rate.** Client agrees to pay Consultant at the rate of \$320.00 per hour.
6. **Billable Time.** Consultant will bill in minimum units of 0.25 hours. Consultant's time for review, research, drafting, communications and correspondence, administrative time, travel, preparation for testimony, testimony, stand-by time (e.g., during settlement conferences, deposition, or trial), and all other consulting services shall be billed at Consultant's billing rate. Consultant's billing time for travel shall be on a door-to-door basis, from the time Consultant leaves Consultant's home or office address until his return. Note that Consultant's fees are not set by law.
7. **Testimony.** Consultant's fees for days on which Consultant is expected to provide testimony in deposition, trial, mediation, or any other contexts are billed at minimum rate of eight (8) hours per calendar day or any portion thereof. Any time exceeding that will be billed at the normal hourly rate. Transportation to and attendance at the location of a trial or deposition before and after any expected days of testimony shall be billed at hourly rates for travel, consulting, and stand by time, as applicable.
8. **Fee Advance.** Client shall immediately deposit with Consultant a **non-refundable** advance on Consultant's fees in the sum of **\$4,800**. This deposit shall be applied to the first 15 (fifteen) hours of Consultant's service in the Case. Consultant shall not be obligated to commence work until the fee advance has been deposited.
9. **Costs and Expenses.** Client shall reimburse Consultant for all actual costs and expenses incurred by Consultant, including, but not limited to: messenger and other delivery fees, parking, and travel expenses (including airfare lodging, meals, and ground transportation). Consultant shall itemize all costs incurred for which reimbursement is sought.

10. **Billing.** Consultant will invoice Client on a periodic basis. Consultant's invoice will indicate what portion of sums due have been paid out of the fee advance or other deposit and what portion, if any, is then due and owing from Client to Consultant. All sums due from Client to Consultant shall be due at the time of the delivery of the invoice to Client or Client's representative.
11. **Unpaid Balance.** If Client at any point has an unpaid balance due Consultant which has been outstanding for 30 days or more from the date the invoice was sent to Client, in this matter or any other in which Client has retained Consultant, Consultant may, at Consultant's sole discretion, suspend the provision of services under this Contract until any outstanding balance has been paid in full. Consultant's decision to not suspend service under this provision shall not prevent Consultant from doing so at any point in the future, whether related to the same unpaid balance or another.
12. **Disclaimer of Guarantee.** Consultant has made no promise to Client about the nature of Consultant's opinion or the outcome of the Case. Nothing in this Contract shall be construed as such a promise or guarantee.
13. **Discharge and Withdrawal.** Client may discharge Consultant at any time. Consultant may withdraw for good cause. Among the facts constituting good cause are Client's breach of this Contract, Client's refusal to cooperate with Consultant or to follow his advice on a material matter, or any fact or circumstance that would render Consultant's continuing service to Client unlawful or unethical.
14. **Termination or Conclusion.** Upon the termination or conclusion of Consultant's services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable.
15. **Entire Agreement - No Oral Modifications.** This instrument comprises the entire understanding between Client and Consultant with regard to the subject of this Contract. There are no other agreements, understandings, representations or warranties made by the parties to this Contract except as expressly contained in this Contract. In no event will

