[Appraiser Firm Name or Letterhead]

[Appraiser Firm Address or Letterhead]

[Date]

[Attorney Name]

[Law Firm]

[Address]

Re: [Name of matter or case]

Marital Dissolution Appraisal Engagement

Dear [Attorney]:

I am pleased to be retained by your firm as a consulting expert in connection with your representation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the above matter. I also understand that I may be asked to provide expert witness services and testimony in the matter at your request should it become necessary. As agreed below, my initial work will involve preparation of an appraisal (or appraisals). If requested by you, I will then be available for further consulting or testimony on an hourly basis.

This engagement letter sets forth the terms of my services. If these arrangements are acceptable, please sign the enclosed copy of this letter, and return it to me with the $\_\_\_\_\_\_\_\_ retainer mentioned below.

**Independent Nature of Services.** My services, as an appraiser, will be delivered in a manner that is independent, impartial and objective. Neither I nor my firm warrant the outcome of this matter, and neither the amount nor payment of our fees is not contingent on any result.

**Scope of Work and Fees.** My scope of work and fees for this engagement will have two stages:

1. I will develop and report an appraisal of the following property(ies):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The fees for completion of the above appraisal report(s) will be:

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unless unforeseen circumstances or incomplete information cause delay, I anticipate delivering the reports to you on:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If further expert consulting services or testimony are required, the fees will be based on my actual time spent. My current hourly rate is:

$xxx per hour

The time charged will include actual consulting/testimonial, travel and waiting time.

When balances are owed, I will provide invoices on a monthly basis to you. My invoices will include out-of-pocket expenses such as research costs, delivery services, postage, telephone, travel, and photocopying. Invoiced amounts are due and payable upon receipt of the invoice. Any invoices which are past due 30 days or more are subject to a service charge of 1% per month.

**Intended Use and Users of Appraisals.** The appraisal(s) that I perform as part of this engagement are solely intended to be used in support of litigation and resolution of the marital dissolution and are not intended for any other use. Accordingly, the appraisal(s) should not be used or relied on, in whole or in part, for any other purpose. Each appraisal report will identify the intended user(s) of the appraisal and such user(s) will be the only parties intended or authorized by me to use the appraisal and appraisal report, notwithstanding that other parties may receive copies of the report.

**Responsibility for Payment.** Payment of the fees and expenses that I bill on this matter will be the responsibility of your firm. ***[In some cases, the law firm’s client may be responsible for payment, in which case it is suggested that the law firm’s client also sign the engagement letter to acknowledge the payment obligation. See example engagement letter #3 for additional wording options.]***

**Retainer.** It is my policy to collect a retainer and receive the fully executed engagement letter before I begin providing services on a litigation matters. The retainer for this matter shall be $\_\_\_\_\_\_\_ (1/2 of the fees for the above appraisal report(s)). This retainer will be applied to our initial invoice. ***[See example engagement letter #3 for additional retainer options.]***

**Right to Withhold Services and/or Withdraw.** Without liability on my or my firm’s part and without regard to the stage of litigation, I will have the right to withhold providing services (including providing testimony) or withdraw completely, at my sole option, if any of my invoices are not timely paid or if I determine that an irreconcilable conflict has arisen.

**Valuation Dates:** Your firm shall have responsibility for determining and advising me of the date(s) of value that is legally pertinent to the matter.

**Subpoenas and Testimony.** In the event that I or my firm is required by subpoena or other legal process to provide testimony or produce documents relating to our services or work product in connection with this engagement, whether as an expert or percipient witness, and whether in court, deposition, arbitration or in any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, your firm agrees to compensate us for the time incurred in connection with preparation for and provision of such testimony and/or documents at the regular hourly rates in effect at that time for expert/testimonial services and to reimburse our reasonable actual expenses. The foregoing shall not apply to the extent that a third party pays our fees or expenses.

***[Optional - consider including the following limitation of liability]***

**Hold Harmless and Limitation of Liability.** To assure that my/our services in this matter can be rendered freely and independently, the total collective liability of me, my firm, and its other personnel (if any) for all claims of any kind arising out of, relating to or connected with this engagement or my services shall be limited to the total fees paid to me/us for this engagement. This limitation of liability shall not apply to damages resulting from my/our intentionally wrongful conduct.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]

[Appraisal Firm]

Agreed:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Attorney Name]

[Attorney Firm Name]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_