



TECHNICAL SUPPORT SERVICES CONTRACT

THIS AGREEMENT is made at Marietta, Georgia, on the date indicated on the signature page, by and between **Applied Technical Services, Inc.**, 1049 Triad Court, Marietta, Georgia 30062, hereafter referred to as **ATS**, and

Name
Company/Firm
Address
City, State Zip

hereafter referred to as “**Client.**”

For the purpose of guiding and assisting Client, ATS hereby agrees to render testing, consulting, and expert witness services to Client in the matter of

Case Style

and to provide the services of **Investigator/Expert**, on an hourly basis on the following terms and conditions:

1. Subject to ATS approval, consulting services shall be rendered at such times and places as Client may request.
2. Services rendered by ATS for Client and ATS’ and Client’s respective relationship in all matters related to this Contract shall be as independent contractor and not as employee, agent, or servant. Client shall have no authority to and shall not bind or obligate ATS in any manner whatsoever. Client shall not make any representations in respect to ATS, or the opinions of its employees except as ATS may specifically authorize.
3. All information acquired as a result of this contract will be considered privileged and will not be disclosed except with permission of Client.
4. Client agrees that ATS, in performing its functions in accordance with its objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. Client will indemnify and hold harmless ATS for any claims arising from professional opinions rendered pursuant to this agreement.
5. This Contract shall become effective upon execution by both Client and ATS, and receipt at ATS of the retainer described in Paragraph 9. This agreement will be in effect as long as client retains a positive balance in the retainer fund held by ATS. This agreement may be terminated by either party by written notice to the other.

*Professional Engineers and Scientists
Design • Consulting • Testing and Inspection*

*Members in AAFS, ACS, ASM, ASME, ASNT, ASQC, ASTM, AWS, FSCT, IAAI, NACE, NCSL, NFPA, SAFS, TAPPI
GEORGIA SOCIETY OF PROFESSIONAL ENGINEERS, NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS*

6. In consideration of the services rendered by **Investigator/Expert**, Client agrees to pay ATS \$ 0.00 for each hour of general consulting services rendered. It is understood and agreed that an hour of such services shall comprise any accumulation of time, determined to the next higher 15 minute increment, spent in performance of the services rendered hereunder, including time spent in travel on Client’s behalf. A minimum of 8 hours per day for scheduled court appearances and 4 hours for depositions will be charged. Air travel will be in business class. For services rendered outside of Metropolitan Atlanta, requiring an overnight stay, a minimum of 12 hours per day will be charged. To the extent that the terms of this agreement conflict with client’s “billing practices,” client acknowledges that the terms of this agreement will govern.

7. ATS reserves the right to utilize the services of staff personnel whose hourly rate may be lower than that of the principal named above, when appropriate. In the event that ATS deems it necessary to utilize the services of additional experts, Client will be consulted prior to the engagement of these individuals.

8. All services rendered by ATS in the case at hand shall be chargeable to Client, including, but not limited to, travel, evidence examination, analysis and testing, design and set-up of experiments, and consulting with any individuals or entities designated by Client, including adverse parties and their attorneys. Discovery depositions taken by adverse counsel are generally considered to be the responsibility of counsel calling for the deposition, but Client agrees to cover any legitimate deposition fees or costs in the event that adverse counsel fails to pay. ATS will make all reasonable efforts to obtain its fees from adverse counsel, but cannot guarantee that scheduled depositions will be given if fee arrangements are not fully agreed to in advance. Client agrees to pay the standard hourly rate of any ATS employee deposed as a result of any work done under this contract, even in the event that one or more counsel choose to characterize the ATS deponent as a “fact witness.” ATS personnel render services on a time and materials basis only. Client specifically acknowledges that ATS does not accept consulting work of any kind on a contingent basis.

9. Client shall provide an initial retainer fund in the amount of \$0.00 which is to be worked against and replenished when depleted.

10. Client shall reimburse ATS for all direct expenses including travel expenses incurred as a part of the performance of the services rendered hereunder. Materials other than travel expenses will be billed at cost plus 20%.

11. ATS shall submit a statement to Client at least quarterly during each quarter in which ATS renders services hereunder. The total due ATS shall be subtracted from Client’s credit balance, and so noted on the ATS statement.

The below-signed companies and individuals have read and agreed to the terms and conditions of this Contract and agree to its execution effective on the date of signature.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Manager, Fire Investigations

Title: _____

Date: February 4, 2010

Date: _____

For: **Applied Technical Services, Inc.**

For: _____

Please refer to ATS File # K

Federal EIN # 58-0976776