



AGREEMENT ON CONSULTING SERVICES

AGREEMENT made by and between ALCOHOL SOLUTIONS, LLC

and

_____, **authorized representative**
of _____, **retaining party in interest.**

Ref: _____ **v.** _____
(Retail Alcohol Location Business Name if not Listed Above: _____)

This is to confirm our mutual understanding and agreement on this date regarding your firm's engagement of ALCOHOL SOLUTIONS, LLC as your retained consultant and expert in the above styled case.

Nature of Consulting Services:

Alcohol Services, LLC shall render such services as are reasonably and customarily necessary as your consultant in the field of Responsible Alcohol Retailing and the Sale, Service, Provision and Use of Alcoholic Beverages in assessing whether the beverage retailer acted reasonably under the circumstances and whether the beverage retailer complied with law and reasonable standards of care.

No written report shall be provided unless specifically requested.

Alcohol Solutions, LLC and Maj. Mark Willingham will continue to work on the matter giving rise to this AGREEMENT as long as they believe the case has merit pertaining to the responsible and appropriate sale, service, and/or use of beverage alcohol. One of the goals of Alcohol Solutions, LLC and Maj. Mark Willingham is to ensure Responsible and Safe Retailing, Sale, Service, Provision, and use of alcoholic beverages.

Maj. Mark Willingham, PhD – Alcohol Solutions, LLC
4839 Mariners Point Drive, Jacksonville, Florida 32225, Phone: 904 707 4400 – Fax: 904 565 2475
Mark@AlcoholSolutions.Org

Compensation:

Hourly Rates – The fee for service is \$275.00 per hour; \$475 per hour for deposition and trial; and \$50 per hour for travel. Reimbursement for travel will be actual expenses and IRS mileage rates. While I will bill the party requesting my deposition at your request, you are responsible for payment for time and expenses associated with all work done in this matter including my deposition.

Advance Retainer Fee – You shall, concurrent with your execution of this agreement, remit the sum of \$5,000.00 as the advance payment fee. This fee will be applied to work done in this matter for the accrued expenses and services rendered per the rates listed below.

Review of documents is usually at the rate of 50 pages per hour. Materials provided in single space format may result in a higher charge.

Regardless of any arrangements between you (or your firm) as the attorney, and your client, this contract is made specifically with you, or your firm if applicable, rather than with your client. Alcohol Solutions LLC reserves the right not to perform any services during the pendency of payment of any outstanding invoice.

Payment in full is required upon receipt of the invoice for professional services rendered and/or expenses incurred and is due no later than the 30th day after submission of the invoice. A 1.5% monthly finance charge on the unpaid balance will begin to accrue on the final day of the succeeding month. Alcohol Solutions, LLC's obligation under this contract will expire 30 days after non-payment of any submitted invoice. However, the retaining party will continue to be obligated for any unpaid services.

Retaining party agrees to notify Alcohol Solutions, LLC within 30 days of any verdict, settlement, or discontinuance in the matter of any kind so to allow Alcohol Solutions, LLC to prepare and submit a final invoice for services in a timely fashion.

Execution:

The obligor for payment of services rendered under this understanding and agreement is you, and if applicable, your law firm. You will, therefore, cause and do hereby warrant to me that the signatory for and on behalf of your said firm is that of a partner or associate with the authority to so execute this understanding and agreement and thereby bind you and your

law firm, if applicable, to these provisions. Your client, whether the case be plaintiff or defense, is not a party to this Contract.

Venue, Jurisdiction and Choice of Law:

The parties hereby agree that this contractual agreement shall be governed by Florida law rather than the laws of any other state. The parties also agree that venue and jurisdiction for litigation arising out of this contractual agreement shall exclusively be in the Circuit and County Courts in and for Duval County, Florida.

CONFIRMATION OF MAKER AND CLIENT’S UNDERSTANDING AND AGREEMENT

This writing together with any written additions, deletions, or modifications thereto, constitute the entirety of the agreement between the parties. No other verbal or oral condition, duty, or representation shall be binding upon either party. Any subsequent modifications of terms of this contract shall not be binding upon either party unless assented to in writing by both parties.

By affixing my signature hereto, I evidence my understanding of and my agreement with all terms herein and acknowledge that I have read the addendum to this document included below.



(Electronic Signature
of Mark Willingham)

(Primary Obligor’s Signature)

Alcohol Solutions, LLC

(Primary Obligor/Client’s Company/Firm)

(Date of the Conveying E-Mail
is the Effective Signature Date
for Willingham’s Signature)

(Signature Date)

ADDENDUM TO AGREEMENT ON CONSULTING SERVICES

Dear Prospective Client,

I have had the unfortunate experience of non-payment for services rendered to attorney clients. The purpose of this letter is to insure that we share a common understanding of my billing practices and that I fulfill your needs if they vary from the billing process outlined in the service agreement found above.

Submission of Materials.

As anyone with whom I have worked previously knows, I read and analyze all of the materials provided to me and I provide a comprehensive and well supported work product. The more information I review (testimony, reports, discovery items, etc.) the more informed my opinions are. Of course, that is a double edged sword. While I am very successful in finding probative information in each document I review, there is a cost associated with the time necessary to do so.

Please understand that I will review everything you send to me and bill at the rate of approximately 50 pages reviewed per hour depending on the density of the materials. This includes the creation of a bridge document that spans between the source and my report (if a report is requested) or my deposition/trial notebook.

If your goal is to limit costs, please do so by limiting the items you send for review. For example, I generally have no need for hospital records beyond emergency department records that may describe alcohol involvement of an admitted patient or hospital laboratory reports of EtOH levels. If you so choose please feel free to send me extracts of depositions or selected pages of source documents. While I would prefer to have the full documents so to glean all possible information therefrom, I recognize that often financial considerations may be equally or more important.

Opinions and Information Correlation - Work Product

The foundation of any affidavit, report, deposition, or trial testimony I provide is my review of the submitted materials as stated above. From the bridge documents I create a number of information categories for my report or deposition/trial testimony that both informs my opinions and supports those opinions in significant detail. For example, I often group the findings into 15 or 20 categories or more such as: activities before arriving at the premises; events occurring at the premises including the alcohol service; events occurring after leaving the premises; analysis of the business' alcohol service policies, practices, employee and management training, management systems, risk assessment and abatement; nature and reputation of the premises; application of reasonable standards of care, of law, of prevailing industry practice; foreseeability; proximate cause of harm; etc. My goal is to support my opinions in the most comprehensive manner possible.

The creation of a report or deposition/trial notebook takes time. On average I spend one or two full days assembling the information gleaned from the source documents into categories, developing opinions, supporting those opinions, and tying the elements together where appropriate. On occasion, the number of issues, number of actors, and the length and involvement of depositions and records results in considerably more time spent creating the final work product.

In addition, if I am called to testify at deposition or trial, I need review time to insure my fluency with the facts in the case. The density and complexity of the case as well as the volume of the report or deposition/notebook drives the review time.

Billing Frequency.

Work requested and completed will be billed against the initial payment for services. When additional advance payment is needed, you will receive a second and thereafter subsequent advance payment request. At the time of an additional advance payment request is made Alcohol Solutions LLC will provide a detailed work record document which outlines the work done to date of the subsequent payment request. All advance payment funds not used will be refunded at the conclusion of the case unless the work requested does not exceed \$1000. In that situation, all advance payment funds will be refunded above \$1000.

Conclusion

Thank you for taking the time to review this. I certainly hope the information contained in this document does not preclude our relationship. It is important to me; however, to prevent any misunderstandings from the beginning. Of course, I am open and willing to discuss any of this and to consider unique situations. If you decide to retain me, I look forward to working with you.

A handwritten signature in black ink that reads "Mark Willingham". The signature is written in a cursive, flowing style with a long horizontal line extending from the end.

Would you please let me know how you learned of our services?

Personal Referral: [] By Whom _____

Case Synopsis in Legal Publication: []

Journal Advertisement: [] Which journal? _____

Expert Witness Directory (print) [] Which Directory or Site? _____

Legal Conference: [] What conference? _____

Web Search: []

 Google or Other General Search Engine: []

 Lawyer Association Web Site: []

 Expert Witness Referral Site: [] Which one? _____

Direct Mail: []

Other: [] (Please describe) _____

Thank you very much. *Mark*.