Aquatic Consulting Services
356 Sumner Ave. • P. O. Box 1418 • Avalon • California • 90704
Santa Catalina Island • (619) 602-4435 • alison@alisonosinski.com

# 2013 Fee Schedule

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| Retainer Fee | $3,000.00 | To be paid prior to starting work for a new client, or on a new case. The first 10.5 hours of services provided @ $285.00 per hour, will be deducted from the retainer. An invoice for services and expenses will be sent on a regular monthly basis.<br><br>No refund will be made if services rendered are less than the $3,000.00 retainer fee. |
| Regular Hourly Fee | $285.00 / hour | |
| Travel Time | $142.50 / hour | Half the regular hourly fee |
| Maximum Daily Rate | $2,280.00 / day | |
| Expenses | Cost | Hotel charges are to be prepaid by the client.<br><br>Cost of business or first class air travel is to be prepaid prior to the start of travel.<br><br>If hotel or air travel costs are not pre paid by the client, a 10% service charge will apply.<br><br>Rental car, postage, international long distance phone charges (if any), photocopy charges, meals, taxis, ferries, parking, and miscellaneous travel expenses will be billed at the conclusion of the trip. |
| Deposition | $1,050.00<br>+ $350.00 / hour | Flat rate of $1,050.00 is to be paid at the beginning of a deposition. This fee covers a maximum of 3 hours and includes any time spent giving testimony, waiting, or for time taken for recesses or breaks.<br><br>An additional $350.00 per hour is to be paid at the conclusion of the deposition, on the day of the deposition, for each additional hour beyond the 3 hour minimum.<br><br>A minimum $500.00 fee may be charged to for any deposition, arbitration, mediation or trial testimony cancelled or rescheduled with less than 72 hours notice.<br><br>If the opposing attorney does not pay the fee in full on the day of the deposition, fees will be billed to the retaining client's law firm. |

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| Arbitration, Mediation or Court Appearances | $1,050.00<br>+ $350.00 / hour | All outstanding fees, travel expenses, plus a flat rate of $1,050.00 are to be paid at least 3 days prior to the day of trial, mediation or arbitration testimony. This fee covers a maximum of 3 hours and includes any time spent giving testimony, waiting, or for time taken for recesses or breaks.<br><br>An additional $350.00 per hour will be billed at the conclusion of the arbitration, mediation or trial, for each additional hour beyond the 3 hour minimum, and will be included in the final invoice.<br><br>A minimum $500.00 fee may be charged to for any arbitration, mediation or trial testimony cancelled or rescheduled with less than 72 hours notice. |
| Stand-by On-call Fees | $100.00 / day | Stand-by fee per day when placed on 24 hour notice for out-of-town jobs, deposition or trial testimony |
| Emergency Services | Rate x 1.5 | Quoted fees are for work performed during normal working hours, Monday through Friday, 8:30 am - 6:00 pm PST or PDST.<br><br>For emergency assistance, jobs which must be completed over the weekend, or consulting outside of normal working hours, 1.5 rates will apply. |
| Subcontractor Work | Fee + 15% | Testing, rental of specialized equipment, and professional services requiring the hiring of a subcontractor will be charged at cost plus 15% |
| Reduced Rates | $185.00 / hour or<br>$1,500.00 / day | Reduced rates may be extended to 501 c 3 non profit agencies, where on-going consulting projects generate at least 15 hours of charges per month for a minimum of 3 months, or where the maximum daily rate is applied for a minimum of 7 consecutive days. |
| Auto Mileage | $0.45 / mile | |
| Fax Transmittals | $1.00 / page | |
| Digital Photographs | $0.39/ photo | |
| Software Duplication | $1.00 / CD | |
| Photocopies | $0.10 / page | |

**Terms:**

Payment is due upon receipt of invoice. Bills shall be considered delinquent if unpaid for more than 30 days after their issuance. Interest shall accrue and a monthly finance charge of 2% will be applied to the outstanding balance after 30 days. This late charge is applicable to the unpaid balance as of the due date.

Clients are asked to provide valid credit card information. If payment is not received within 60 days of receipt of invoice, the outstanding charges will be billed to the credit card.

Non-payment / Breach: If credit card information has not been provided, and payment becomes 60 days past due, all work on the project will stop until payment plus another retainer of $3,000.00 is received. All future work will then be billed against a retainer at the current year's rates.

Payment for services billed at reduced rates is due within 21 days of receipt of invoice, or standard rates will be applied.

Fees must be paid promptly and in full regardless of a third party's failure to pay the client, opinions expressed, or outcome of litigation. All agreements are between Aquatic Consulting Services and the contracting client whose signature is affixed to this document – not a third party, co counsel, or insurance company, per this written fee schedule.

All contracts or agreements with Aquatic Consulting Services are entered into in the judicial district of Avalon, California (Los Angeles County). If it is necessary to file a claim in order to collect on outstanding charges, any legal proceedings will be brought in the California jurisdiction closest to where Alison Osinski resides and Aquatic Consulting Services offices are located. Client submits to such jurisdiction and waives any objection to venue and / or claim of inconvenient forum.

Any interest, penalties, reasonable attorney fees, time spent, Small Claims Court filing fees, collection agency fees, or other costs incurred by Aquatic Consulting Services in an attempt to collect on past due accounts will be added to the total amount owed by the client.

This agreement between Aquatic Consulting Services (Alison Osinski, Ph.D.) and the client listed below will serve as a binding contract.

I am authorized to sign into an agreement and fiscally obligate my firm, company or organization, and have read the attached fee schedule and terms, and agree to the fees, terms and conditions.

Client Signature _____ Date _____

Name (Print) _____

Firm, Company or Organization _____

Address _____

City _____ State _____ Zipcode _____

Phone _____ Fax _____

E-mail _____

Credit Card Authorization (Circle one): Visa Master Card American Express

Name on Credit Card (Print) _____

Credit Card Number

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Expiration Date (Month and Year) _____ / _____ CRV (Security Code) _____