

K9Trooper.com Crash Consulting Services Agreement

THIS AGREEMENT is entered into by and between _____
(Here in after referred to as "Client") and Daniel L. Keller DBA K9Trooper.com (Here in after referred to as
"K9Trooper.com") for services as traffic crash consultants, analysts, crash reconstructionists and/or
Investigators in connection with that certain matter described as: _____

In return for the mutual covenants, promises and other good and valuable consideration described herein, Client and K9Trooper.com agree as follows:

1. **Scope of Work.** K9Trooper.com will provide forensic consultation, analysis, reconstruction and/or investigation based upon the full extent of the experience, training and skills of its officers, employees and agents. Client agrees K9Trooper.com is being retained to give an honest and independent opinion regardless of whether any findings, Opinions or conclusions reached by K9Trooper.com, its agents, officers or employees are consistent or inconsistent with any interests of Client or Client's principals or agents. Client further understands K9Trooper.com may be unable to give a full reconstruction analysis or opinion of any kind, after investigation, if there is insufficient data or physical evidence. The outcome of K9Trooper.com's investigation, including any findings, opinions or conclusions made by K9Trooper.com shall have no effect, whatsoever, on its right to compensation as described herein.

2. **Billing and Payment.** All accounts are invoiced monthly for services rendered the preceding month. Payment is due upon receipt of invoice. All accounts will be assessed a late charge of one and a half percent (1 1/2%) per month for any balances outstanding beyond sixty (60) days. If payment is not received within sixty (60) days of billing, K9Trooper.com will have the right to suspend all work and activity on the account until balances are brought current, at which time, activity will resume only with the approval of Daniel L. Keller, CEO, K9Trooper.com. Responsibility for payment shall rest with the Client and solely with the Client specifically as the contractor of such services by K9Trooper.com, regardless of any other agreement made between Client and any principal or agent represented by Client.

3. **Contingent Fees Prohibited.** In no case will K9Trooper.com services or charges be based on a contingent fee arrangement, nor will Client defer or otherwise delay payment to K9Trooper.com to await the settlement or recovery of any case or claim in which Client or Client's principal or agents may be involved. Client agrees no warranty, whatsoever, as to the outcome of Client's case, claim or cause of action, is possible and none is offered, suggested or promised herein or elsewhere by K9Trooper.com, verbally or in writing.

4. **Fee Schedule.** K9Trooper.com will bill Client the rate of Thirty Dollars (\$30.00) per hour (invoiced on tenths of the hour) for all services including, but not necessarily limited to, reconstruction, crash review and report, deposition, analysis work, report preparation, and trial testimony. Court appearances and Deposition testimony require the Client to pay a minimum three (3) hours at the thirty dollars (\$30.00) per hour rate; If the Client fails to notify, K9Trooper.com, a court appearance or deposition cancellation outside of 24 hours, of the time specified; the Client will be billed the three (3) hour minimum rate. Mileage will be billed to the Client at a rate of fifty cents (.50) per mile portal to portal from the K9Trooper.com Office to the destination K9Trooper.com is needed by the Client. Other fees may include services for photography, dynamic testing, forensic mapping and/or other related work and equipment use as necessary.

5. **Termination.** This agreement may be terminated by Client at any time by giving written notice to K9Trooper.com at 1818 West 13th Street Ashtabula, Ohio 44004. K9Trooper.com may terminate this agreement by giving written notice to Client at Client's address as designated below for reasons in the sole discretion of K9Trooper.com, its officers, agents and employees including, but not necessarily limited to, delinquency of Client's account, conflict of interest or in the event K9Trooper.com deems termination necessary to avoid any harm, or threat of harm, to its integrity, credibility, reputation or good will. In the event of termination, by either party and for any reason, Client shall be responsible to pay for all services rendered and expenses incurred up to and including the date of termination or the date K9Trooper.com receives notice of termination by Client, whichever is later.

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6. Legal Expenses. In the event it becomes necessary for K9Trooper.com to retain legal representation to enforce this agreement for the collection of any sums due from Client, whether or not suit is filed, Client agrees to pay all reasonable attorneys' fees incurred by K9Trooper.com, court costs and all other expenses incurred by K9Trooper.com in the collection of the outstanding balance due.

7. Jurisdiction. This agreement shall be subject to, governed by and construed in accordance with the laws of the State of Ohio. The parties further agree, in the event of any legal proceeding or lawsuit arising out of or to enforce the terms and conditions of this agreement, jurisdiction and venue shall be exclusively in Ashtabula County, Ohio. For purposes of this paragraph, the parties waive any objection to and otherwise consent to both subject matter and personal jurisdiction and venue in Ashtabula County, Ohio.

IN WITNESS WHEREOF, the parties have affixed their signatures expressing their acceptance and approval of the foregoing agreement on the date shown below.

Client: _____ **K9Trooper.com**

(Name of Individual, Corporation or Other Entity) Daniel L. Keller, CEO K9Trooper.com Crash Consulting

By: _____
Authorized Representative

Title: _____

Date: _____

Client's Address: _____

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