

# **Tony Corroto Enterprises, LLC**

## **Retainer Agreement**

**I. The Parties.** This service contract (agreement) made \_\_\_\_\_, \_\_\_\_\_, (effective date), is by and between:

**Service Provider:** Tony Corroto Enterprises, LLC, with a mailing address of  
280 Merchants Drive, P.O. Box 1784, Dallas, Georgia 30132

AND

**Attorney:** \_\_\_\_\_, with a mailing address of

\_\_\_\_\_

AND

**Client:** \_\_\_\_\_, with a mailing address of

\_\_\_\_\_.

The Service Provider, Attorney, and Client are each referred to herein as a “Party” and, collectively, as the “Parties.” When referring to the Service Provider, the terms “he” and “his” may also be used.

Now, therefore, for and in consideration of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ (or when the last Party signs the agreement) and terminate upon the Service(s) being completed by the Service Provider within the terms and conditions of this agreement.

**III. The Service(s).** The Service Provider agrees to provide legal services which may include the following: DUI case evaluation, expert witness opinion, legal consulting; detailed case report; travel expenses; preparation; testimony for Case:

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Hereinafter known as the “Service(s).”

The Service Provider shall provide, while performing the Service(s), that he shall comply with the policies, standards, and regulations of the Attorney and/or Client, including local, state, and federal laws and to the best of his abilities.

**IV. Payment Amount.** The Attorney/Client agrees to pay the Service Provider the following compensation for the Service(s) performed under this Agreement:

\$\_\_\_\_\_.

Hereinafter known as the “Payment Amount.”

**V. Payment Method.** The Attorney/Client shall pay the Payment Amount immediately after receiving the invoice.

Hereinafter known as the “Payment Method.” The Payment Amount and Payment Method collectively shall be referred to as “Compensation.”

**VI. Retainer.** The Attorney/Client is:

- × To pay a retainer in the amount of \$\_\_\_\_\_ to the Service Provider as an advance on future Service(s) to be provided ("Retainer");

- × **The Retainer is non-refundable.**

**VI. Inspection of Service(s).** Any Compensation shall be subject to the Attorney inspecting the completed Service(s) by the Service Provider. If any of the Service(s) performed by him pursuant to this Agreement are defective or incomplete, the Attorney shall have the right to notify him, at which time he shall promptly correct such work within a reasonable time.

**VII. Time is of the Essence.** The Service Provider acknowledges that time is of the essence in regard to the performance of all Service(s).

**VIII. Confidentiality.** The Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Attorney and/or Client, including amounts paid, therefore, Attorney and Client lists, and any other data and information related to the Attorney and/or Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Attorney and/or Client and information which is a matter of public record, the Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Attorney and/or Client. To clarify, the Attorney and/or Client refer to themselves on this matter and cannot speak on each other's wishes.

a.) **Injunction.** Attorney and Client agrees that it would be difficult to measure damage to the Attorney and/or Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he should breach this Section, the Attorney and/or Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Attorney and/or Client.

b.) **No Release.** The Service Provider agrees that the termination of this Agreement shall not release him from the obligations in this Section.

**IX. Taxes.** The Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, the Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with Service(s) performed.

**X. Independent Contractor Status.** The Service Provider acknowledges that he is a business owner and not an agent, partner, joint venture, nor an employee of the Attorney and/or Client. The Service Provider shall have no authority to bind or otherwise obligate the Attorney and/or Client in any manner, nor shall the Service Provider represent to anyone that he has a right to do so. The Service Provider

further agrees that in the event the Attorney and/or Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Attorney and/or Client from any such loss or damage.

**XI. Safety.** The Service Provider shall, at his own expense, be solely responsible for protecting his freelance administrator, material supplier(s), and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Service(s) or the site where it is they are being performed (“Work Site”). In addition, the Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XII. Alcohol and Drugs.** The Service Provider agrees that the presence of alcohol and/or drugs are prohibited to use or be under the influence of while performing their Service(s). If the Service Provider and/or his freelance administrator are determined to have alcohol or drugs in their system(s), this Agreement shall terminate immediately.

**XIII. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Attorney and/or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Attorney and/or Client.

**XIV. Default.** In the event of default under this agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, legal service fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable legal service fees at the trial level and on appeal.

**XV. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVI. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Georgia.

**XVII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XVIII. Additional Terms & Conditions.** The Service Provider's expert opinion is held to a reasonable degree of professional probability. The Service Provider's expert opinion is based upon his knowledge, skill, experience, training, research and education regarding the detection and identification of persons driving under the influence of alcohol and drugs. The Service Provider reserves the right to amend or

add to his expert opinion based upon listening to witness testimony in court.

Service(s) requested from a person(s) who are related to or have a romantic relationship with the Service Provider are conflicts of interest, including any other personal relationship(s) deemed conflicting in interest by him. Prior to receiving payment for Service(s), the Service Provider reserves the right to accept other requests for court appearances, even if a specific court date has been previously discussed with the Attorney in this Agreement. In the event that the Service Provider has received payment from the Attorney/Client in this Agreement, and a court date has been reserved exclusively for the Attorney and this Attorney's Client, and the Service Provider is no longer needed prior to completing the Service(s), the payment is nonrefundable, non-transferable, and non-credible. In the event that the Service Provider's expert witness testimony or other Service(s) would be more favorable to an opposing Party of the Attorney's Client, the Service Provider may no longer be needed prior to completing the Service(s), and the payment is non-refundable, non-transferable, and non-credible. The Service Provider reserves the right to listen to witness testimony and evidence provided by the court and may refuse to or be advised not to testify based on additional information gathered; furthermore, in this event, payment to the Service Provider is non-refundable, non-transferable, and noncredible. The terms of this Agreement shall terminate upon Service(s) completed by the Service Provider as requested by the attorney, or after the court comes to a decision, whichever comes first. Travel expenses related to Service(s) by the Service Provider are included in the initial fee owed to him and are

due in full prior to the beginning of travel for Service(s). Travel will be completed under economy level expenses. The Service Provider's fee is earned in full upon receipt of payment.

**XIX. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized payment.

**Service Provider's Electronic Signature** \_\_\_\_\_ Date \_\_/\_\_/\_\_

Print Name Tony Corroto

**Attorney's Signature** \_\_\_\_\_ Date \_\_/\_\_/\_\_

Print Name \_\_\_\_\_

**Client's Signature** \_\_\_\_\_ Date \_\_/\_\_/\_\_

Print Name \_\_\_\_\_