

Sample Engagement Letter

Amanda Appraiser & Associates ("Appraiser") and Estate of Charles C. Client ("Client") agree as follows:

1. **Description of services.** Appraiser agrees to perform certain professional services for Client, described briefly as follows as to purpose and objective, with the understanding that any modification to the assignment as stated below will be by a letter agreement signed by both parties.

Prepare a comprehensive written appraisal report ("Report") expressing our conclusions regarding the fair market value of a [35%] interest in the common stock of Charles Client Crane Company ("Company"), on a non-controlling, non-marketable basis, as of _____, _____. Appraiser understands that the Report may serve as a basis for estate tax reporting purposes.

2. **Date(s) services due.** Appraiser will begin performance upon receipt of all information requested of Client, and will complete our assignment, unless delayed or prevented by matters beyond our control, within 90 days of receipt of signed agreement and all requested documents.
3. **Fees.** Appraiser's fees for such professional services will be calculated on standard hourly rates in effect at the time services are rendered for staff members assigned to this project, plus out-of-pocket expenses. The fee is estimated at a range of \$_____ to \$_____ exclusive of expenses such as travel, long-distance telephone, purchases of data, copying and printing costs, and clerical time. The fee will not exceed such estimate by more than 25% without prior notification to you.
4. **Retainer.** \$_____ is due as a retainer upon execution of this Agreement. Retainer paid by you will be applied to the final billings.
5. **Payment terms.** Client will receive regular twice-monthly invoices, including fees and expenses incurred, for which payments will be due within 15 days of dates of invoices. Balances which remain unpaid 30 days from dates of invoices will be assessed a finance charge of 1.5% monthly (18% annual percentage rate).

Client agrees that the fees and expenses invoiced by us must be paid current per the terms of this Agreement before Appraiser provides any report or analysis conclusions.

If Appraiser we are is to provide expert witness testimony as part of our assignment, you Client agrees that payment of all fees and expenses invoiced and/or incurred to date will be paid received at our offices before Appraiser provides expert witness testimony, or if travel for testimony is necessary, payment will be received before travel is incurred.

6. Client understands that Appraiser will need prompt access to documents, materials, facilities, and/or company personnel in order to perform its services in a timely and professional manner, and Client agrees to fulfill all such requests in a timely manner and to cooperate fully with Appraiser. Client further understands and agrees that delays in providing data or information may result in a delay of the completion date of the project.

7. Appraiser agrees to perform its services in a professional and objective manner. Client understands that Appraiser does not guarantee the results of any analysis which it may undertake, but only agrees that any report or analysis shall represent its professional opinion based on the data given to or compiled by Appraiser. Appraiser will attempt to obtain and compile data from reliable sources, but cannot guarantee its accuracy or completeness.
8. Client warrant that the information and data supplied to Appraiser will be complete and accurate in every respect to the best of Client's knowledge; that any reports, analysis, or other documents prepared by Appraiser will be used only in compliance with all applicable laws and regulations; and that Client will hold us harmless for any breach of this warranty. Appraiser shall rely, without independent verification, on the accuracy and completeness of such information, and any other information that is publicly available.
9. The Report and any materials communicated by the Appraiser may not be submitted, distributed, or filed, in whole or in part, to or with any party without Appraiser's prior review and written approval. In addition, no reference to Appraiser, the engagement of Appraiser hereunder, the terms of this agreement, or the Report or its contents may be made, in each instance, without Appraiser's prior review and written approval.
10. Client agrees to indemnify and hold Appraiser harmless against any and all liability, claim, loss, cost, and expense, whatever kind or nature, which Appraiser may incur, or be subject to, as a party, expert witness, witness or participant in connection with any dispute or litigation involving Client or this engagement unless such liability, claim, loss, cost, and expense, whatever kind or nature, is determined by a court of competent jurisdiction to have resulted primarily from Appraiser's gross negligence and such gross negligence is not caused by, related to, or the result of information provided to us by Client. This indemnity includes all out-of-pocket expenses (including travel costs and attorney fees) and payment for Appraiser's staff members' time at standard hourly rates in effect at the time rendered to the extent Appraiser attends, prepares for, or participates in meetings, hearings, depositions, trials, and all other proceedings, including travel time. If Appraiser must bring legal action to enforce this indemnity, Client agree to pay all costs of such action, including any sum as the Court may fix as reasonable attorney fees.
11. If Client requests Appraisers to provide additional services beyond the scope of its Report as described herein (including, but not limited to, producing documents, answering interrogatories, attending depositions, and testifying at trial, and whether by subpoena, court process or order, or otherwise) and the Appraiser so agrees, then such expanded scope and the additional fee to be paid to Appraiser in connection therewith shall be negotiated and agreed to by the parties hereto in writing prior to Appraiser's undertaking of such additional services.
12. If this Agreement, or any moneys due under the terms hereof, is placed in the hands of an attorney for collection of the account, Client promises and agrees to pay Appraiser's attorney fees and collection costs, plus interest at the then legal rate, whether or not any legal action is filed. If any suit or action is brought to enforce, interpret, or collect damages for the breach of this agreement, Client agree to pay Appraiser's reasonable attorney fees and costs of such suit or action, including any appeal as fixed by the applicable Court or Courts.

13. Appraiser has performed [no][describe] services related to the Client or the Company in the three years prior to the date of this agreement.

Dated this __ day of _____, 20__

Estate of Charles C. Client

Amanda Appraiser & Associates

By:

By:

Name: Charlotte Client, Executor

Name: Amanda Appraiser, ASA