

**Larry Lowenthal**

Real Estate Expert Witness

Broker Ethics – Conduct – Standard of Care

**Simple Employment Agreement between**

**EMPLOYER**

**Able, Baker, Charlie PA Law (“ABLE”)**  
of Law Firm Address, and

**INDEPENDENT CONTRACTOR**

**Larry Lowenthal, 5000 SW 25<sup>th</sup> Boulevard, #3103, Gainesville, Florida**

1. ABLE hereby retains and hires Larry Lowenthal, in his capacity as an expert on real estate transactions, contracts, and broker conduct to provide his services for the lawsuit Smith vs. Jones et al regarding a real estate transaction in which their client is Jones.
2. Lowenthal will be paid at the rate of \$240.00 per hour for his time as follows: a minimum of two thousand four hundred dollars (\$2,400) upon commencement. This initial retainer will be applied to the first ten hours expended on the case and is non-refundable.
3. ABLE agrees to fund Lowenthal when invoiced. Alternatively, if ABLE advises Lowenthal that the case is settled or his services are no longer necessary, Lowenthal will refund the credit balance of advance fees not expended beyond the initial ten-hour period.
4. OTHER: Lowenthal does not bill for administrative time, ordinary telephone calls, and routine correspondence. Travel time, fees, and expenses will be invoiced when they arise
5. Larry Lowenthal is not a witness to any events of the transaction and was not involved with it in any manner. He does not represent any other party or entity and is acting in this matter solely as an independent consultant. He does not personally know any of the parties.

Agreed to by ABLE by

\_\_\_\_\_  
Attorney sig

\_\_\_\_\_  
Larry Lowenthal sig

Date \_\_\_\_\_

Date: \_\_\_\_\_