



Professional Services Retainer Agreement

Meteorology consulting, forensic weather analysis, aerial documentation, climate risk support, report preparation, testimony support, and related professional services.

Meteorology Consulting • Forensic Weather Analysis • Aerial Documentation

1. Parties and Purpose

This Professional Services Retainer Agreement is entered into by and between EK Atmospheric Solutions LLC (“EKAS,” “Consultant,” “Company,” “we,” or “us”) and the client, attorney, law firm, insurer, public agency, property owner, consultant, engineer, contractor, business entity, or authorized representative identified in the applicable proposal, invoice, scope of work, signature block, or written authorization (“Client”). The purpose of the engagement is to retain EKAS as an independent professional company to provide meteorology consulting, forensic weather analysis, aerial documentation, climate risk assessment, report preparation, exhibits, testimony support, or related services.

2. Independent Professional Services and Non-Contingency

EKAS performs professional services independently and objectively. Payment is not contingent on findings, opinions, conclusions, legal outcome, mediation result, arbitration result, appraisal result, claim decision, settlement amount, insurance recovery, or business transaction. EKAS is retained to evaluate available data and provide professional analysis within the authorized scope.

3. Scope of Services

- **Meteorology consulting** — Forecast interpretation, operational weather guidance, historical weather review, hazard timing, and professional weather communication.
- **Forensic weather analysis** — Site-specific weather reconstruction for wind, hail, tornado, downburst, rainfall, flooding, lightning, visibility, tropical systems, storm tide/waves, heat, and other weather-related issues.
- **Aerial documentation** — FAA Part 107 drone imagery, property documentation, storm damage visuals, roof/exterior imagery, construction progress, real estate media, land/development, tower/utility/energy site context, and report-ready visual evidence.
- **Climate risk assessment** — Property-focused review of weather and climate hazards, including tropical, flood, rainfall, heat, wind, hail, coastal, and other location-specific risks.
- **Report and exhibit preparation** — Professional written reports, executive summaries, GIS maps, radar/satellite graphics, timelines, tables, photo logs, and deliverable packages.

4. Scope Boundaries

Unless specifically stated in a written scope of work, EKAS does not provide legal conclusions, insurance coverage opinions, engineering opinions, structural causation opinions, roof certifications, building-code determinations, medical opinions, appraisal opinions, environmental site assessments, or regulated professional services outside its qualifications. Aerial imagery is documentation and context, not a structural inspection or proof of causation by itself.



5. Fees, Retainers, Expenses, and Additional Work

- An initial engagement fee or retainer may be required before work begins.
- Professional services may be billed hourly, flat-fee, milestone-based, daily-rate, or project-based depending on the written scope.
- Hourly time may include research, data acquisition, processing, analysis, mapping, exhibits, report writing, review, calls, meetings, client communications, drone planning, flight operations, media processing, travel time, and project management.
- Expenses may include certified records, paid imagery, GIS/data costs, printing, exhibit materials, travel, lodging, mileage, rental vehicle, tolls, parking, shipping, subcontractors, and specialized data/vendor costs.
- Rush, weekend, holiday, storm-response, emergency, or litigation-deadline work may be billed at an elevated rate or require an additional retainer.

6. Expert Designation and Communications

Client shall not identify, disclose, designate, list, or represent EKAS, Eric Kasunich, or any EKAS professional as a testifying or non-testifying expert until EKAS has accepted the engagement in writing, completed conflict/scope review, and received any required retainer.

7. Client Responsibilities

- Provide accurate property locations, dates/times, claim/case numbers, deadlines, project goals, photographs, videos, reports, pleadings, engineering materials, inspection materials, prior expert reports, policy/claim documents, and relevant facts.
- Disclose known parties, adverse parties, insurers, attorneys, consultants, experts, and deadlines for conflict review and scheduling.
- Obtain site access and permissions for field/aerial work and disclose hazards, access limitations, privacy concerns, or safety requirements.
- Identify confidentiality, privilege, protective order, document handling, and distribution requirements before sensitive materials are provided.

8. Work Product, Drafts, and Deliverables

Drafts, preliminary comments, internal notes, working graphics, raw analysis files, raw media, and interim communications are not final deliverables unless expressly labeled as final. Final deliverables may include limitations, assumptions, source references, and scope boundaries. EKAS may withhold deliverables until payment obligations are current.

9. Testimony and Legal Process

Depositions, trial, appraisal, mediation, arbitration, hearings, sworn statements, subpoenas, or expert challenge response require separate written authorization and advance payment of estimated fees. Testimony services may include preparation, file review, communications, travel, waiting time, time present, breaks, exhibit review, legal coordination, and time spent testifying.

10. Payment, Suspension, and Collection

Invoices are due upon receipt unless otherwise stated. Delinquent balances may accrue interest or service charges to the maximum extent permitted by law. EKAS may suspend services, decline testimony scheduling, withhold deliverables, or pursue collection for unpaid balances, including reasonable collection costs and attorney fees where permitted.

11. Cancellation, Rescheduling, and Weather Delays

Client may be responsible for committed time, preparation, travel, data purchases, aerial mission planning, site coordination, and cancellation fees if a flight, site visit, deposition, hearing, trial, or rush assignment is cancelled or rescheduled. Drone work may be postponed for weather, FAA, airspace, safety, access, or pilot-in-command reasons.



12. Limitation of Liability

To the maximum extent permitted by law, EKAS’s liability for any claim arising from professional services shall not exceed the fees paid to EKAS for the specific services giving rise to the claim. EKAS is not liable for consequential, special, incidental, punitive, lost-profit, lost-opportunity, or business-interruption damages unless prohibited by applicable law.

13. Acceptance

Client accepts these terms by signing this agreement, approving a proposal, paying a retainer, requesting work to begin, using EKAS deliverables, or otherwise authorizing services in writing.

Acceptance / Authorization

Client / Authorized Representative	Date
Signature: _____	Date: _____
Printed Name / Title: _____	Company: _____
EK Atmospheric Solutions LLC	Date
Signature: _____	Date: _____