

# CONTRACT/RETAINER AGREEMENT

Suzanne Tochterman Muir, E.D. and \_\_\_\_\_ [print name(s) of responsible adult(s)] hereby agree as follows:

1. The client hereby retains Dr. Muir to provide professional services relative to the educational placement of the client's child, \_\_\_\_\_ (print name of child). The services to be provided by Dr. Muir may include, but are not limited to, consultation, testing, conferences with school officials, school observation and placement; telephone consultations, travel and such other activities as may be authorized by the client or the client's legal counsel.
2. The client will pay Dr. Muir for services rendered on the following basis: Cost of full psychoeducational assessment is \$3,500. A non-refundable deposit of \$1000 will be paid when making the appointment. The remaining \$2,500 is due at the time of testing.
3. The client will immediately raise with Dr. Muir any question which the client may have with any aspect of Dr. Muir's bills, so that these matters may be promptly resolved to the mutual satisfaction of the parties.
4. Should the client prevail in legal action undertaken in relation to the subject matter of this retainer agreement, the client will ordinarily be entitled to payment of the client's reasonable costs by the respondent educational authorities. Such payment may include moneys paid or payable by the client to Dr. Muir pursuant to this agreement. It is the client's obligation, by counsel or otherwise, to obtain payment of any such moneys from the respondent educational authorities. It is understood that Dr. Muir herself lacks legal standing to seek respondent's payment of fees and costs paid or owed by the client to Dr. Muir, and that it is the client's responsibility to obtain such moneys from respondent if the client wishes to pay Dr. Muir with money obtained from respondent.
5. If the client does not abide by the terms of this agreement, Dr. Muir may at that time discontinue work on this matter, without further notice to the client. Dr. Muir's continuing work in such circumstances is not a waiver or any of her rights under this agreement.
6. Interest at the rate of 10% per month will be charged on any unpaid fees. The client will pay the costs, including reasonable attorney's fees, of any action to collect unpaid fees.
7. Major credit cards are accepted. Personal checks are not accepted. Without exception, findings will be shared once final payment has been received.
8. A five-hundred-dollar non-refundable cancellation fee will be charged in the event that the client cancels an appointment. Under no circumstance will a refund be provided for services.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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