



# AGREEMENT FOR PRIVATE INVESTIGATION SERVICE

**Secret Eye Investigations &  
Security Services**

6900 Silver Star Road, Suite 206 B  
Orlando, FL 32818  
T: 786-444-0977  
info@secreteyesecurityguard.com  
www.secreteyesecurityguard.com  
FL License #s CC1200253/B1800350





1	Services	3
2	Payment and Invoicing Terms	4
3	Changes	5
4	Standard of Care	5
5	Liability	6
6	Miscellaneous	6
7	Exhibit "A"	9

This Agreement for Professional Security Services (the "Agreement"), effective \_\_\_\_\_ 2020, is by and between Secret Eye Investigations & Security Services, a domestic business corporation licensed in the state of Florida, with its principal office at 6900 Silverstar Road, Suite 206 B, Orlando, FL 32818 (hereinafter "Secret Eye Investigations & Security Services"), and \_\_\_\_\_ ("hereinafter Client").

WHEREAS, Client finds that Secret Eye Investigations & Security Services is willing to perform Private Investigation work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that Secret Eye Investigations & Security Services is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business or personal life.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**1 SERVICES.**

**1.a** Services to Client: \_\_\_\_\_  
For the purpose of: \_\_\_\_\_

**1.b** Said investigative activities will begin on or about \_\_\_\_\_

**1.c** The client will pay a retainer of \$\_\_\_\_\_ prior to commencement of services.

**1.d** Secret Eye Investigations & Security Services agrees to conduct investigative and administrative activities, chargeable against the retainer at \$\_\_\_\_\_ per hour after deducting necessary, actual and reasonable expenses, to include vehicle mileage charges of \$\_\_\_\_\_ per mile per vehicle and other expenses required by the investigation and report. Upon reaching a chargeable amount equal to the retainer, Secret Eye Investigations & Security Services, unless otherwise authorized herein by the client, will within \_\_\_\_\_ days, furnish to the client a detailed invoice reporting all charges and expenses.

**1.e** The client agrees that, after chargeable activities equal to the retainer amount are conducted:

\_\_\_\_\_ (*client initials*) Secret Eye Investigations & Security Services is authorized to continue the investigation for up to \_\_\_\_\_ additional hours of billable time at \$\_\_\_\_\_ per hour.

\_\_\_\_\_ (*client initials*) No further investigative activities are authorized.

**1.f** The client agrees that additional activities of company employees will be paid by the client at the rate of \$\_\_\_\_\_ per hour per employee, plus applicable expenses as detailed above, and to include meetings, conferences and court appearances.

**1.g** The client assumes responsibility to provide accurate information concerning the

investigation. Secret Eye Investigations & Security Services is not responsible for unproductive investigative time resulting from inaccurate information supplied by the client.

**1.h** Secret Eye Investigations & Security Services agrees that its representatives will maintain reasonable communications with the client during the period of the investigation. The client agrees that meetings and conversations with Secret Eye Investigations & Security Services representatives may be billed to the client at the rate of \$\_\_\_\_\_ per hour.

**1.i** Unless waived herein by the client, Secret Eye Investigations & Security Services agrees to provide, within \_\_\_\_\_ days of conclusion of the investigation services contracted herein, a written report accurately detailing the hours worked, activities fully accounting for time charged, and results of the investigation.

Nothing shall be construed to suggest that Secret Eye Investigations & Security Services, its employees, agents, or Investigators are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement, further that Secret Eye Investigations & Security Services will not perform any investigation that is for the purpose of stalking, harassing, or any illegal activity. Any such attempt to retain our services for illegal activities will be reported to the proper authority without delay.

Secret Eye Investigations & Security Services will provide private investigators with the qualifications described in section 4 of this agreement.

## **2 PAYMENT AND INVOICING TERMS.**

**2.1** Payment for Services: Secret Eye Investigations & Security Services will be paid as follows:

The client shall, upon receiving an invoice from Secret Eye Investigations & Security Services, pursuant to section 2.3, make payments in the agreed manner by company check or credit card (Visa, MasterCard, American Express or Discover) payable to Secret Eye Investigations & Security Services. Such payment shall be made bi-weekly, for a period of 14 weeks, which equal 7 bi-weekly payments due in net 10 days from the date of invoice.

**2.2** Secret Eye Investigations & Security Services will bill the client at a rate of **\$16.48 per billable hour** as agreed by the client and Secret Eye Investigations & Security Services. A service retainer in the amount of **\$1035.93** shall be paid to Secret Eye Investigations & Security Services by the client prior to commencement of service. Said retainer shall represent and be applied, in advance, to the first two weeks of service. The cost breakdown is as follows:

**2.2a**  $\$16.48/\text{hr} * 5/\text{hrs} = \$82.40$  per diem \* 10 Days = \$824.00 Plus (Saturdays) at  $\$16.48 * 4/\text{hrs} = \$65.92$  per diem \* 2 = \$131.84, Plus Sales Tax @ Rate 8.38% = **\$1035.93 (This is a 2 week invoice)**

## **2.3 INVOICING & LATE PAYMENT POLICY:**

**(a)** Invoices will be submitted bi-weekly by Secret Eye Investigations & Security Services for payment by Client. Payment is due net ten (10) days from the date of invoice. The client shall be liable for late payments charges for payments received more than 5 days from due date. Said charge is \$35. If your account has any unpaid invoices overdue by more

than 10 days you will be notified and Secret Eye Investigations & Security Services may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

### **3 CHANGES.**

Client may, with the approval of Secret Eye Investigations & Security Services, issue written directions within the general scope of Private Investigation to be ordered. Such changes (the "Change Order") may be for additional work or Secret Eye Investigations & Security Services may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by Noble Investigations & Security in writing.

### **4 STANDARD OF CARE.**

Secret Eye Investigations & Security Services warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed, have prior to appointment for employment at Secret Eye Investigations & Security Services, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY Secret Eye Investigations & Security Services CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

### **5 LIABILITY.**

**5.1 Remedy:** Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Secret Eye Investigations & Security Services, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Secret Eye Investigations & Security Services is at fault, or (ii) return to Client the fees paid by Client to Secret Eye Investigations & Security Services for the particular service provided that gives rise to the claim. Client agrees that it will not allege that this remedy fails its essential purpose.

**5.2 Survival:** Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

### **6 MISCELLANEOUS.**

**6.1 Insolvency and Adequate Assurances:** If reasonable grounds for insecurity

arise with respect to Client's ability to pay for the Services in a timely fashion, Secret Eye Investigations & Security Services may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Secret Eye Investigations & Security Services, in addition to any other rights and remedies available, Secret Eye Investigations & Security Services may partially or totally suspend its performance while awaiting assurances, without any liability.

**6.2** Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

**6.3** Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

**6.4** Independent Contractor: Secret Eye Investigations & Security Services is an independent contractor of Client.

**6.5** Notices: Client shall give Secret Eye Investigations & Security Services written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Secret Eye Investigations & Security Services, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Secret Eye Investigations & Security Services with respect hereto. If Client fails to give such notice to Secret Eye Investigations & Security Services with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Secret Eye Investigations & Security Services:  
6900 Silverstar Road, Suite 206 B, Orlando, FL 32818

If to Client:

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Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

**6.6** Assignment: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. This Agreement is not assignable or transferable by Secret Eye Investigations & Security Services without the written consent of Client, which consent

shall not be unreasonably withheld or delayed.

**6.7 Disputes:** Secret Eye Investigations & Security Services and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, Secret Eye Investigations & Security Services and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless Secret Eye Investigations & Security Services and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

**6.8 Section Headings:** Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**6.9 Representations; Counterparts:** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**6.10 Non-solicitation of Employees:** During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ Secret Eye Investigations & Security Services's personnel, without the Secret Eye Investigations & Security Services' prior written consent.

**6.11 Governing Law and Construction:** This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

**6.12 Entire Agreement; Survival:** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Secret Eye Investigations & Security Services respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the client and agreement by Secret Eye Investigations & Security Services. Such service or services shall be deemed to be consistent with the warranties established herein.

**6.13 Force Majeure:** Secret Eye Investigations & Security Services shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

**6.14 Term & Termination:** This agreement shall remain in full force and effect for a period of no less than \_\_\_\_\_, unless otherwise agreed by both parties in writing. Said contract will automatically renew if not cancelled in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of six pages, plus Exhibit "A", having initialed at the bottom of each page, as of the day and year first above written.

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

[CLIENT]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Secret Eye Investigations & Security Services

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit "A"**

**Scope of Investigation Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Client                      Secret Eye Investigations & Security Services