

Contract For Private Investigative Services

AUTHORITY: Client does hereby contract with and agrees to employ the below named licensed Florida private investigative agency (hereinafter referred to as "AGENCY"), who is a member in good standing of the **FLORIDA ASSOCIATION OF PRIVATE INVESTIGATOR'S, INC.**, and states that Client is entitled to obtain the information sought, assumes all liability and responsibility for any misrepresentations, that the information is not for an unlawful purpose, and agrees to fully cooperate with the "AGENCY" or its agents. Client acknowledges that their attorney has reviewed this contract or, that Client has had the opportunity to consult with legal counsel or, that Client has chosen not to consult with an attorney before signing this contract.

OBJECTIVE: The Client requests that the "AGENCY" via its agents and/or employees, attempt to:

RETAINER: Client agrees to pay the "AGENCY", an advance retainer in the amount of \$ _____. Client agrees that when this retainer has been expended, the investigation or performance of services may cease until additional monies are paid.

NO REFUND OF RETAINER: Client acknowledges that the advance retainer shall be the minimum fee charged and shall not be refunded or credited. Should the investigation be terminated by the Client prior to completion, Client waives and releases the unexpended portions of any retainer and shall not be entitled to any refund or credit. Monies remaining due and owing shall be due and payable immediately, in accordance with this agreement.

FEES: Client agrees to pay the rate of \$ _____ per hour, plus expenses, plus \$ _____ per mile for each investigator and vehicle used in this investigation in addition to all other applicable expenses. All investigations between the hours of 6:00 p.m. and 9:00 a.m., or on Saturdays, Sundays or Holidays shall be billed at twice the above hourly rate per investigator. Conferences, court appearances and all other matters pertaining to or as a result of this investigation, including report preparation and transcription, shall be billed at the above hourly rate. An office administrative fee equal to one hour of the above hourly rate shall be charged to establish, create and maintain each case file in accordance with the licensing statute.

TELEPHONE CHARGES: All time expended on telephone calls including cellular phones and calls to "information" to obtain phone numbers, shall be billed at the above hourly rate in increments of no less than fifteen (15) minutes per call in addition to prevailing long distance, cellular, or other direct charges. The "AGENCY" reserves the right to either bill the actual charges incurred, or no less than one dollar (\$1.00) per minute for long distant charges, telephone information or cellular phone usage.

REPORTS: No reports, testimony, results or cooperation with others shall be available to Client or Client's designees, until all outstanding balances have been paid in full. Written reports must be requested in writing and will be completed within twenty (20) business days from the receipt of the request. Immediate written reports may be available for an additional surcharge.

INVESTIGATIVE METHODS: The "AGENCY" makes no guarantees or warranties as to the success, outcome or accomplishment of any of the Client's objectives, but agrees to utilize its best efforts in conducting this investigation. Client agrees the "AGENCY" may use any lawful means it deems appropriate, incur expenses on behalf of Client, utilize two or more investigators and/or vehicles simultaneously, or use licensed subcontractors without advance Client approval or notice.

CLIENT ACCOMPANYMENT: Should Client or Client's agents accompany the "AGENCY", those persons agree to abide by all instructions of the Agency's lead investigator. Failure to follow those instructions shall be considered a breach of contract by the Client and should this occur, the "AGENCY", its agents and/or employees, may instantly terminate all investigative activities. In this event, the Client waives and releases the unexpended portions of any retainers or advance monies and shall not be entitled to any refunds or credits. Monies remaining due and owing to the "AGENCY" shall be due and payable immediately in accordance with this agreement.

TRAVEL: Client agrees that travel may be required to further the investigation and/or performance of services requested. The determination as to when, where and how shall be made exclusively by "AGENCY" and shall not require Client's advance consent, approval, or notification, as time is of the essence. In the event of travel, billing shall commence from time of departure and cease at the time of return to the Agency's office. Travel by automobile shall be limited to a maximum distance of 150 miles one-way from the Agency's office. All other travel shall be by first class or equivalent, pre-paid in advance for each investigator. A cash advance may be required for out of pocket travel expenses, and any amounts not used shall be credited toward the unpaid balance or expenses of this investigation.

TRAVEL ACCOMMODATIONS: Each investigator shall have their own individual hotel room, and Client agrees to pay for all items charged to each room including but not limited to: food, beverages and telephone calls which may be made for any purpose whatsoever.

CREDIT CARDS: Credit cards used in for this investigation by the "AGENCY", its agents and/or employees that do not belong to the Client, shall be paid in full within twenty-four (24) hours of notification to Client, at the Agency's office in cash. Client agrees to a late fee in the amount of seventy-five dollars (\$75.00) per credit card company billing period for each credit card not paid as specified herein, in addition to the credit card company's late fees, interest, and any other applicable charges contained in this agreement.

Continued next page.

Client's Initials

RECEIPTS: The "AGENCY", its agents and/or employees will attempt to obtain receipts if practical and possible. Client acknowledges that receipts may not be available for all billed items and agrees to pay all due amounts in full, regardless of the existence of a receipt.

CONFIDENTIALITY: Client acknowledges and agrees that the relationship and communications between Client and the "AGENCY" shall be confidential pursuant to law, but shall be waived in the event of collection efforts are required.

EXCLUSIVITY: Client agrees that the "AGENCY" shall have exclusive control over the performance and duties of any other investigative services retained by the Client, including the authority to direct or terminate said services without Client approval or notice.

LIABILITY: The Client, their heirs, beneficiaries, devisees, legatees, administrators and assigns, agree to indemnify and hold harmless the "AGENCY", its agents and/or employees, and the Florida Association of Private Investigator's, Inc., from any and all actions, causes of action, claims, damages and demands, of whatever type, wherever situated, arising directly or indirectly from this investigation, which indemnification shall include but not be limited to attorneys fees, costs and expenses incurred by the "AGENCY", its agents and/or employees.

PAYMENT: Statements are due and payable in full within ten (10) days of receipt, paid to the "AGENCY" at the address specified. Should credit cards be used, Client agrees to pay the amount of the service fee charged for each card. In the event of a returned check, Client agrees to pay a service charge of fifty-dollars (\$50.00) per check. Overdue balances shall accrue interest at the highest rate permitted by law.

EXPENSES: Client agrees to pay all expenses incurred, including but not limited to food, shelter, rentals and transportation.

LITIGATION: If litigation is required to defend, enforce or interpret this agreement, Client agrees that exclusive personal jurisdiction and venue shall be in _____ County, Florida. Client waives any objection to venue or jurisdiction in _____ County, Florida or that a court located there is inconvenient. If litigated, Client agrees to waive all confidentiality rights and agrees to pay reasonable attorney fees, costs and expenses incurred by the "AGENCY", its agents and/or employees. Both the "AGENCY" and Client waive trial by jury. Client agrees this contract shall be construed and interpreted by the laws of the State of Florida and not construed or interpreted against the drafter.

TERMINATION: Client agrees that the "AGENCY" may terminate this contract for any reason without prior notice and that Client may only terminate in writing containing an original notarized signature, sent to the "AGENCY" at the address below by the United States Postal Service via certified mail. Telephone, fax, electronic mail, or any other form of communication including from third parties, agents or Client's attorney shall be deemed unacceptable for the purpose of terminating of this contract. Monies remaining due at the time of termination by the Client shall be due and payable in accordance with the terms of this agreement.

FUTURE SERVICES: Should Client request investigative services on another matter after the date below, and should the "AGENCY" accept, Client agrees to remain bound by all the fees, terms and conditions in this contract, other than the specified "objective" contained herein, as if Client had signed a new contract on the date of the request for new services.

SEVERABILITY: If any portion of this contract is held to be invalid, then the remainder shall remain in full force and effect.

MODIFICATIONS: All modifications to this agreement must be in writing and signed by all parties.

ENFORCEABILITY: This contract and any additional written agreements including copies thereof, shall be binding upon all parties when signed.

CREDIT CARD AUTHORIZATION: Client hereby authorizes "AGENCY" to charge all retainers, fees and expenses to credit card: AMEX - VISA - MC - DISCOVER # _____ Expires: _____ Security: _____

ADDITIONAL COMMENTS:

All parties agree that electronic, email or facsimile signatures shall be construed as originals, excluding for the purpose of termination, which is set forth above.

Client: **X** _____
Personally and/or as Authorized Agent

Date: _____

Accepted For the Agency by: _____

Date Accepted: _____

Agency Name: _____

