

## PRIVATE INVESTIGATION CLIENT SERVICE AGREEMENT

This Client Service Agreement ("Agreement") is entered into as of the Effective Date set forth below, by and between:

**Investigator / Agency:** FactFinders Investigations, LLC, a duly licensed private investigation agency under the laws of the State of Utah, Agency License #P100008 ("Investigator"),

and

**Client:** \_\_\_\_\_ ("Client").

Collectively referred to as the "Parties."

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### 1. ENGAGEMENT AND SCOPE OF SERVICES

Client hereby retains Investigator to perform professional private investigation services ("Services") as requested by Client and accepted by Investigator. The specific scope, objectives, limitations, estimated fees, and deliverables may be set forth in a written engagement letter, work order, proposal, or email confirmation incorporated by reference into this Agreement.

Investigator shall perform Services in a lawful, ethical, and professional manner consistent with applicable federal, state, and local laws and regulations.

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### 2. NO GUARANTEE OF RESULTS

Client acknowledges that investigative services involve uncertainty. Investigator makes no guarantees, representations, or warranties regarding the outcome, accuracy, or usefulness of any investigation. Findings are based on information reasonably available at the time services are performed.

### **3. CLIENT RESPONSIBILITIES**

Client agrees to:

- Provide truthful, accurate, and complete information relevant to the Services;
- Promptly update Investigator of any changes or new information;
- Use investigative results only for lawful purposes;
- Comply with all applicable laws, including privacy, employment, consumer protection, and fair credit reporting laws where applicable.

Client acknowledges that withholding or misrepresenting information may compromise the investigation and relieve Investigator of responsibility for incomplete or inaccurate results.

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### **4. LEGAL COMPLIANCE AND LIMITATIONS**

Investigator shall not perform any act that is unlawful, unethical, or beyond the scope of Investigator's license. Investigator does not provide legal advice. Any information provided does not constitute legal counsel or opinion.

Client understands that certain activities—including wiretapping, illegal surveillance, pretexting, impersonation of law enforcement, or accessing protected records without lawful authority—are prohibited by law and will not be performed.

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### **5. CONFIDENTIALITY**

Investigator agrees to treat all non-public Client information as confidential and to use such information solely for purposes of performing the Services, unless disclosure is required by law, court order, or licensing authority.

Client agrees that investigative methods, sources, reports, and findings are confidential and shall not be disclosed to third parties without Investigator's prior written consent, except to Client's legal counsel or as required by law.

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### **6. REPORTS AND WORK PRODUCT**

All reports, notes, photographs, recordings, data, and other work product produced by Investigator ("Work Product") are confidential and provided exclusively for Client's stated lawful purpose. Ownership of Work Product remains with Investigator unless otherwise agreed in writing.

Investigator may be required to testify or produce records pursuant to subpoena or court order. Client agrees to compensate Investigator for time and expenses associated with testimony, preparation, and travel at Investigator's then-current rates.

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## **7. FEES, COSTS, AND PAYMENT TERMS**

Client agrees to pay Investigator for Services rendered in accordance with the agreed fee schedule, which may include hourly fees, flat fees, retainers, and reimbursement of expenses.

Unless otherwise stated:

- Fees are billed at an hourly rate with minimum billing increments;
- Expenses may include database access fees, travel, mileage, lodging, meals, court costs, records fees, and third-party services;
- Retainers are earned as work is performed and are non-refundable.

Invoices are due upon receipt or within \_\_\_\_ days. Late payments may accrue interest at \_\_\_\_% per month or the maximum rate allowed by law. Investigator reserves the right to suspend services for non-payment.

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## **8. TERMINATION**

Either party may terminate this Agreement at any time upon written notice. Client remains responsible for payment of all fees and expenses incurred up to the effective termination date.

Investigator may terminate immediately if Client requests unlawful conduct, fails to cooperate, or fails to make timely payment.

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## **9. INDEMNIFICATION**

Client agrees to indemnify, defend, and hold harmless Investigator, its owners, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Client's misuse of investigative information;
  - Client's violation of applicable laws;
  - False or misleading information provided by Client.
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## **10. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Investigator's total liability for any claim arising under this Agreement shall not exceed the total fees paid by Client for the Services giving rise to the claim. In no event shall Investigator be liable for indirect, incidental, special, or consequential damages.

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## **11. INDEPENDENT CONTRACTOR**

Investigator is an independent contractor. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employment relationship between the Parties.

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## **12. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any dispute shall lie exclusively in the state or federal courts located within Washington County, Utah.

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## **13. ENTIRE AGREEMENT AND MODIFICATIONS**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or representations. Any modification must be in writing and signed by both Parties.

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## **14. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **15. ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

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## 16. ACKNOWLEDGMENT

By signing below, Client acknowledges that they have read, understood, and agree to the terms of this Agreement.

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### INVESTIGATOR:

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

Name / Title: \_\_\_\_\_

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

### CLIENT:

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

Name / Title: \_\_\_\_\_

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