

DGA DETECTIVES

Established 1992

California PI 16904

Licensed by the State of California, Department of Consumer Affairs, Bureau of Security & Investigative Services

October 28, 2006

Client Name: _____

Client Representative/Title: _____

Address 1: _____

Address 2: _____

Work Telephone, Fax Number: _____

Home Telephone, Mobile Telephone: _____

Social Security Number or Tax ID Number: _____

This agreement, is made this ____ day of _____, 20____, between **The DGA Detectives**, hereinafter called **The Agency**, and _____, hereinafter called **Client**.

Client agrees to pay The Agency the requested flat fee or minimum retainer. Fees and retainers are earned once an assignment is accepted by **The Agency** and refunds are not given. A case is deemed concluded after the **Qualified Manager** has reviewed the case file and determined that the **Client's** request has been met or reasonable means, used in similar investigations, have been exhausted and have not elicited the **Client's** requested information. At the completion of the investigation, **Client** is entitled to a written report regarding results unless otherwise agreed. A flat fee or minimum retainer does not serve to guarantee the results of investigation.

All "Investigative Agent Hours" performed by The Agency on behalf of Client are charged to the Client's account at the agreed upon rate. Flat fee's or a minimum retainer paid by **Client** may not cover all work to be performed, nor should the contract be read to limit **The Agency** from requiring additional moneys if deemed necessary by **The Agency**; Additional charges are contingent on the approval of **Client**.

Special Services and Administrative Services are an additional expense; these include, but not limited to mileage, case preparation, subcontractors, telephone, electronic research, reports, and court or deposition standby and appearances.

Discounts on Rates & Services: Any discounts extended to the **Client** are subject to being "voided" should the **Client** fail to pay his outstanding bill within 30 days from the time of receipt, or dispute the billing without just cause.

The Agency will exercise their best efforts to furnish the services and information being sought by Client within the scope of the investigation fee allowed, but does not imply or guarantee, that such information is obtainable or that services can be completed within the limits of this agreement or any attachments to this agreement. **The Agency** will determine and may, at any time, alter the manner in which assignments will be performed, and will not disclose it's trade secrets, sources or case procedures. **Client** shall indemnify and defend **The Agency** from disclosure of any confidential sources of **The Agency**, except as provided by the laws of the United States of America, the State of California, and its political subdivisions.

Client hereby agrees that information being sought from The Agency, will not be used in any way against the laws or regulations of the United States of America, the State of California, or any of its political subdivisions. The

Agency may deny any report without refund if The Agency has reasonable cause to believe Client intends to use the information The Agency supplies in any way contrary to this agreement or the law.

The Agency shall not be responsible or liable to Client and may require a reassessment of the case, either financial or investigative, if new information is provided by Client after work has begun. Information relevant to the case that is intentionally withheld or misrepresented to The Agency by the Client may void all obligations of The Agency to Client without refund of Client's fee or retainer.

Client agrees that the names of The Agency, officers, employees, agents and suppliers shall not be disclosed to the Subject of the investigation or to anyone likely to disclose this information to the Subject, except as provided by the laws of the United States of America, the State of California, and its political subdivisions.

No oral or written report will be given to Client by The Agency unless payment is received by The Agency in accordance with the terms of agreement. A written report regarding investigative findings is provided at the completion of assignments unless otherwise agreed.

If the Client has a dispute arising from this contract, the Client agrees to attempt to settle the dispute through conciliation, mediation and arbitration prior to any court proceeding.

If Client or The Agency bring any court actions on this matter it will be filed in The Agency's County, and subject to the laws of the State of California. The prevailing party will receive reasonable attorney fees, costs, and interest as set by the court, but in any event, no more than the price of the contracted work plus \$1,500.00.

Client understands and agrees that this SERVICE AGREEMENT shall remain binding and in full force unless or until the Client or The Agency notify the other that the Agreement is terminated. The Client can request additional investigations by telephone or FAX with The Agency at the agreed upon rates.

This agreement shall be liberally construed with a view to affecting its objects and in agreement with law. In witness whereof, The Agency and Client have entered this agreement as of the date recorded in paragraph 1.

All invoices are due upon receipt unless otherwise agreed. A 19% Annual Percentage Rate will be applied as a finance charge for any amount not paid on any invoice after one month from receipt. Note that late payment of an invoice can result in the loss of any discounts extended to the Client.

THE HOURLY RATE FOR INVESTIGATIVE SERVICES IS:

- Case Manager -- \$250.00 / Field Agent -- \$65.00 / _____

THE AGREED UPON RETAINER OR SERVICE FEE AMOUNT IS:

- \$5,000.00 \$4,000.00 \$3,000.00 \$2000.00 \$1,000.00 _____

GENERAL AND SPECIFIC GOALS OF THIS INVESTIGATION:

1. _____
2. _____
3. _____

I HAVE READ & UNDERSTAND THIS SERVICE AGREEMENT and I agree to all provisions on behalf of myself, the firm, and the Client represented in this matter assigned to The Agency. I have retained a copy of this contract. I authorize my facsimile or Xerox signature to act as an original in this agreement.

For Client: _____ Date ___ / ___ / ___.

For THE AGENCY: _____ Date ___ / ___ / ___.

DGA Detectives Representative