

# DISCOVERY SERVICES

## INVESTIGATIVE AGREEMENT

This Agreement is entered into on (enter date signed), 201\_, by and between Discovery Services Investigations, a MA licensed detective agency, License No. P-754, with its office in Springfield MA, herein referred to as (AGENCY), and (CLIENT'S NAME), with an address of : ..... and your office address ....., herein referred to as (CLIENT).  
Note: If client is a business, an owner or corporate officer must sign this agreement.

### SCOPE OF WORK:

CLIENT retains AGENCY to conduct an investigation specifically explained below. CLIENT agrees to pay all fees and costs hereinafter incurred as a result of this investigation. As such, CLIENT agrees that AGENCY is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of CLIENT. The parties hereby agree that the following investigative services have been requested by CLIENT under this Agreement and will be provided by AGENCY, but that the actual time and manner in which the following investigative services are conducted shall be left to the sole discretion of the AGENCY.

### INVESTIGATIVE ASSIGNMENT:

CLIENT suspects the following type of activity:

.....

As such, CLIENT requests that AGENCY initiate an investigation to include, if possible, the following services:

.....

### RETAINER:

CLIENT shall place Five Hundred (\$500.00) Dollars, in the possession of the AGENCY to serve as an initial retainer to specifically commence the investigation on the following date:....., 201.....

Should the retainer be insufficient, CLIENT agrees to promptly pay the AGENCY the additional amount in full upon receipt of an invoice. CLIENT understands and agrees that a monthly interest charge of 1.5% will be applied to any unpaid balance more than 30 days past due. If CLIENT interferes with the investigation in any way, the investigation shall cease and all monies paid shall be forfeited to the AGENCY.

AGENCY agrees to notify CLIENT when approximately 80% of the retainer as posted is exhausted. AGENCY will cease conducting any further investigation once the retainer has been depleted. CLIENT shall promptly pay the AGENCY any additional funds the AGENCY deems necessary to continue the investigation at CLIENT's request. AGENCY agrees not to exceed the authorized budget and retainer without CLIENT authorization, unless the additional expenses were incurred in the process of following the subject and/or obtaining information critical to the purpose of this investigation.

Any investigation where the CLIENT wants the AGENCY to start within 48 hours shall be classified as a RUSH assignment and the retainer shall be non-refundable in exchange for AGENCY to place pending cases on hold to start CLIENT's case within the 48-hour period.

### RATES:

The hourly rate for surveillance is billed at \$ 70.00 per hour/per investigator, with a (4) four-hour minimum per investigator per day. Hourly billing will start and end at the AGENCY's MA office. The hourly rate for telephone and/or personal interviews, inquiries, background, on-line investigations, computer database research, business/corporate record searches, report writing, collecting video and photograph evidence and CLIENT conferences shall be billed at \$70.00 per hour.

Holiday Rate: Investigative service requested or required to be conducted on a Holiday (Federal and State recognized) will be billed at two (2) times the regular hourly rate per Investigator. AGENCY will forward CLIENT statements and/or invoices listing in detail any and all time and expenses incurred in the investigation.

Stand-by Rate: In many instances, the CLIENT may need the AGENCY to be available on a "stand-by" basis. In such circumstances, the CLIENT shall be charged a minimum of \$250 per day, per investigator.

Appearances: CLIENT agrees to compensate the AGENCY, at the agreed upon rates, for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. If courtroom testimony or deposition regarding this matter or any matter related to this investigation is required, the fee will be \$150.00. per hour, per investigator, plus expenses, with a four (4) hour minimum per investigator, per day. Any appearance in excess of four (4) hours will incur a flat fee of \$750.00 per investigator, per day. All courtroom and deposition fees are due in advance. A retainer for said appearance must be received seven (7) days prior to scheduling the investigator(s) for court or deposition. AGENCY shall not be responsible for court delays or cancellations. Forty-eight (48) hours notice is required in the event of any cancellation; otherwise CLIENT account will be invoiced for each investigator for each day or portion of each day scheduled.

IF CLIENT IS AN ATTORNEY OR LAW FIRM AND HAS CONTRACTED FOR THE SERVICES OF INVESTIGATOR TO ASSIST SAID ATTORNEY OR LAW FIRM IN ANY WAY, IN ANY MATTER, ON BEHALF OF THE ATTORNEY OR LAW FIRM'S CLIENT(S), OR IN ANY CASE BEING HANDLED BY THE ATTORNEY OR LAW FIRM, THEN THE ATTORNEY OR LAW FIRM HEREBY EXPRESSLY ACKNOWLEDGES, COVENANTS, AND AGREES THAT THE OBLIGATION OF THE ATTORNEY OR LAW FIRM TO PAY THE INVESTIGATOR FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT ON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE INVESTIGATION, OR (2) THE ATTORNEY OR LAW FIRM BEING PAID BY ITS CLIENT, OR (3) THE ATTORNEY OR LAW FIRM'S CLIENT BEING SATISFIED WITH THE RESULTS OR OUTCOME OF THE INVESTIGATION.

### USE OF SUBCONTRACT INVESTIGATORS:

CLIENT agrees that AGENCY, at AGENCY's sole discretion, may use sub-contracted, licensed investigators, at the AGENCY'S discretion, when circumstances require, or if necessary to complete the investigation, as requested.

### EXPENSES:

CLIENT recognizes that AGENCY will likely incur expenses directly associated with conducting said investigation. As such, CLIENT shall be responsible for all reasonable expenses, including, but not limited to mileage, (\$ .50 per mile) tolls, parking, overnight accommodations, meals\*, admission fees, CD's, DVD's, , public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by CLIENT. Mileage shall be invoiced at the rate of \$ .50 per mile commencing from the AGENCY place of business in MA.

\*Daily per-diem for food on overnight assignments is \$35.00 per investigator.

### CANCELLATION:

CLIENT must provide AGENCY with a minimum twenty-four (24) hour notice in the case of any cancellation or postponement of scheduled investigative activity. A four (4) hour minimum charge will be imposed for each investigator, if the CLIENT fails to give twenty-four (24) hours' notice to AGENCY.

Emergency cases (short notice) less than twenty-four (24) hours from notice to initiation of case will be billed at one and one-half (1½) times the hourly rate above for the first four (4) hours per investigator and regular stated rates after the first eight (8) hours. A four (4) hour minimum, per investigator, per day will be imposed.

All courtroom and deposition fees are due in advance. A retainer for the amount must be received seven (7) days prior to scheduling the investigator(s) for court or deposition. We are not responsible for court delays or cancellations. Forty-eight (48) hours' notice is required in the event of a court cancellation; otherwise your account will be invoiced for each investigator, for each day or portion scheduled.

CLIENT EXPRESSLY AGREES THAT, IN THE EVENT CLIENT EXECUTES THIS AGREEMENT AND THEN WISHES TO CANCEL THIS INVESTIGATIVE SERVICES AGREEMENT ONCE AGENCY HAS BEGUN OR SCHEDULED SUCH SERVICES, THAT AN AMOUNT EQUAL TO ONE-HALF (1/2) OF THE RETAINER FEE SHALL BE PAID TO AGENCY AS A CASE INTAKE FEE. CLIENT ACKNOWLEDGES THAT AGENCY HAS TO SCHEDULE IN ADVANCE THE AGENCY'S ASSIGNMENTS IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM SURVEILLANCE AND OTHER INVESTIGATIVE SERVICES FOR CLIENT AND FOR AGENCY'S OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RE-SCHEDULED TO OTHER CLIENTS. THEREFORE, CLIENT ALSO AGREES THAT, IN THE EVENT AGENCY HAS SCHEDULED SURVEILLANCE, OR ANY OTHER TYPE OF INVESTIGATIVE ACTIVITY, FOR CLIENT FOR A SPECIFIC DAY AND CLIENT CANCELS THIS ASSIGNMENT WITHIN TWENTY-FOUR (24) HOURS OF THE TIME IN WHICH THIS SPECIFIC ASSIGNMENT IS SCHEDULED TO BEGIN, THAT CLIENT SHALL PAY AN AMOUNT EQUAL TO ONE-HALF (1/2) OF THE AGENCY'S PROJECTED FEES FOR THIS DAY'S ASSIGNMENT TO AGENCY AS A CANCELLATION

### FEES:

CLIENT further agrees that the following provisions shall also apply to all fees due from CLIENT under this agreement:

1. In the event that it is agreed that no retainer is collected, the services provided will be invoiced and due upon receipt of said invoice. CLIENT forfeits all rights to reports, updates, status reports, evidence, photographs, video, information and other related items if invoices are not paid within terms.
2. All outstanding fees are due immediately at the completion of this assignment, or upon either the CLIENT or AGENCY's determination that no further action can or should be taken to complete this assignment.
3. On all assignments, which are expected to last longer than seven (7) days, that portion of the work that has been completed will be billed weekly and payment will be due upon receipt of the invoice.
4. AGENCY reserves the right to require payment in advance for excessive investigative expenses.

### VERBAL UPDATES:

CLIENT agrees that no verbal updates will be provided to CLIENT while AGENCY is engaged in or in the process of performing any surveillance assignments. Oral reports will be provided within forty-eight (48) hours after the information is obtained or, no sooner than 10:00 a.m. the Monday following any weekend surveillance assignment when reporting information to CLIENT. CLIENT further agrees that, if CLIENT is represented by an attorney, AGENCY shall, within the times mentioned in this paragraph, at AGENCY's sole discretion, provide the reports mentioned above directly to the CLIENT's attorney. CLIENT understands that he/she may be needed to

provide information to AGENCY while in the course of a surveillance assignment (vehicle descriptors, color of dress / clothing for the day, etc.), but AGENCY is not obligated to provide a report to CLIENT at the time the additional information is requested.

CLIENT further agrees that, if CLIENT retains an attorney after entering into this Investigative Services Agreement, CLIENT must provide AGENCY, within twenty-four (24) hours of retaining such attorney, notice, both verbally and in writing, containing the name, address, telephone number and fax number of the attorney.

#### CLIENT INTERFERENCE:

CLIENT acknowledges that any interference in this investigation by CLIENT or by CLIENT's friends, relatives, agents, or employees will jeopardize the ability of AGENCY to provide the services promised under this agreement. CLIENT further acknowledges that interference includes, but is not limited to, calling the AGENCY and/or employees and contractors while they are trying to perform investigative duties and/or surveillance, asking to ride along on surveillances, driving past locations under surveillance, and/or visiting locations near the location under surveillance. CLIENT agrees not to interfere, in any manner whatsoever, or instruct or cause anyone else to interfere, directly or indirectly, while AGENCY is in the course of this investigation. CLIENT understands and agrees that, in the event anyone other than AGENCY participates in this investigation, AGENCY will immediately terminate all activity in this assignment and CLIENT will forfeit any unused portion of the retainer.

#### DISCLAIMER:

CLIENT expressly acknowledges that AGENCY'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. AGENCY MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION. CLIENT IS PAYING SOLELY FOR THE TIME EXPENDED BY THE AGENCY. No illegal or unethical services will be knowingly provided by AGENCY and CLIENT certifies that he/she/it is not knowingly requesting any illegal services. AGENCY reserves the right to decline or terminate, without advance notice, any assignment it deems to be illegal or unethical or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all state and federal laws, regulations and best practices.

CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.

#### REPORTS:

AGENCY will generate a written report of the investigation in a timely manner at the completion of the investigation given the CLIENT's financial account is not in arrears. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, AGENCY will not be responsible for information contained within database reports which AGENCY has no control over the content. Reports may also include photographs and video tape. CLIENT understands that surveillance tapes and pictures are often taken from long distance, from unusual locations, and during extreme weather conditions and, as such, the quality can be variable. AGENCY will proceed with due diligence to obtain quality video and/or pictures that can be obtained given the circumstances without placing the investigator in any physical harm, unsafe position, or violating privacy statutes. Therefore, CLIENT understands that AGENCY fees are not contingent upon the acquisition of any photos or video. No "Audio" recordings will be made relative to surveillance tapes. Original videotapes and/or negatives will not be released to CLIENT, but will remain the property of AGENCY until such time as required to be surrendered in court as evidence and no longer than three (3) years from the date the investigation is terminated. AGENCY shall have the right to destroy said evidence after three (3) years, unless CLIENT has made

arrangements to pick-up said file/evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense.

Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the final written report shall be released to the CLIENT.

AGENCY RESERVES THE RIGHT TO WITHHOLD ANY AND ALL REPORTS AND/OR EVIDENCE PENDING PAYMENT IN FULL AND BANK CLEARANCE THEREOF. Original videotapes and/or negatives will not be released to CLIENT.

#### ACCURACY OF INFORMATION SOURCES:

Database search reports are performed strictly by the information provided on the subject by the CLIENT. Any error in spelling, format or sequence of letters, words or numbers can result in wrong information on the subject. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data. AGENCY cannot be held liable for any errors, omissions, or inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by AGENCY; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose.

#### RESPONSIBLE USE OF INFORMATION:

AGENCY is NOT a consumer reporting AGENCY. AGENCY promotes the responsible use of the information that it provides, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of AGENCY. The CLIENT is responsible to safeguard the information provided from unauthorized third-party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA), and applicable state and federal laws and regulations. It is incumbent upon the CLIENT and his/her representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information. Furthermore, the CLIENT affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s). In the event that CLIENT has requested AGENCY to locate a subject, no personal information, including telephone numbers, residential or business address, or any other personal identifying information shall be released to CLIENT without AGENCY acquiring permission directly from the subject.

#### CLIENT MISREPRESENTATION:

CLIENT attests that he/she has not misrepresented him/herself, their company, organization or purpose for requesting the services that AGENCY provides. CLIENT understands that misrepresentation in this agreement, in AGENCY's sole opinion, may result in civil and criminal action against the CLIENT and/or their organization, as well as any and all monies paid to be forfeited. AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical or immoral reasons. CLIENT further represents that the information provided by the AGENCY shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. CLIENT agrees to and shall indemnify and save harmless the AGENCY, its employees and agent(s) from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to CLIENT. This also includes any civil or criminal actions, claims, third-party claims, lawsuits, disciplinary actions, or any losses alleged to be caused by the AGENCY resulting from any activity

performed by either CLIENT or AGENCY, except for illegal acts or negligence on the part of the AGENCY, investigators and/or its employees.

CONFIDENTIALITY:

All investigative findings furnished to CLIENT are exclusively for CLIENT'S own use. CLIENT agrees to restrict the dissemination of said findings ONLY to third- parties who have a legitimate need to know, and/or authorized by law. CLIENT will hold AGENCY harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with or arising out of claims based on investigative findings provided to CLIENT, and for which CLIENT fails to keep strictly confidential. AGENCY will keep findings confidential unless authorized IN WRITING by the CLIENT, or court ordered.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Massachusetts. CLIENT hereby agrees that, in the event of any litigation regarding fees owed to AGENCY, that jurisdiction and venue shall be in Hampden, MA. The entire Agreement of both parties is expressed in this document and no verbal understandings, agreements or other documents shall alter, modify or change the terms of this contract. CLIENT agrees that AGENCY may in part or whole, to complete this assignment but, at all times, conditions of this agreement.

CLIENT has had the opportunity to read this Agreement in full and the option to have it reviewed by an attorney of his/her choice. Having no unanswered questions, CLIENT hereby authorizes this investigation and agrees to all the terms and conditions listed herein. By signing this Agreement, I, as CLIENT hereby personally certify and affirm that the information supplied above is true and accurate to the best of my knowledge at this time. I further represent and affirm that I am authorized to order this investigation and financially contract for this assignment. In the event I or my company fail(s) to pay for said investigation, I shall be personally responsible for any and all financial obligations associated with this investigation. I also understand that my knowingly supplying false or misleading information may result in my case being rejected and/or terminated.

I will forfeit any and all funds that may have been paid to AGENCY pertaining to this case if any information is discovered to be false, misleading, or compromising the ethical and/or legal obligations of AGENCY in the sole opinion of AGENCY.

A signed copy or a signed facsimile of this retainer agreement will be valid as an original.

AGREED BY THE PARTIES HERETO:

Discovery Services Investigations

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name/title

\_\_\_\_\_  
Print Client name

\_\_\_\_\_  
Client address

\_\_\_\_\_  
Client contact phone number(s)