

DISCOVERY SERVICES

INVESTIGATIVE AGREEMENT

This hourly rate investigator-client fee agreement is between Discovery Services Investigations, an agency licensed in Massachusetts, Connecticut and Rhode Island, and _____, its client.

The general nature of the case is: _____ and is to begin on or about _____.

Upon completion, the resulting report/video/documents should be forwarded to: _____

The Client agrees to fully cooperate with DISCOVERY SERVICES and provide accurate information as a basis for this investigation. DISCOVERY SERVICES is not responsible for results of inaccurate information or leads provided by Client. Client understands that DISCOVERY SERVICES may withdraw from this contact if Client should fail to pay all fees and costs set forth below, or for any other reasons it deems appropriate.

Reports, video/photos will be provided within 10 days of a request by the Client, but may be withheld until payment is received.

FEES AND RETAINER

DISCOVERY SERVICES shall be compensated for all services rendered Client at the hourly rate of \$ 50.00 per hour and \$0.50 per mile, with a four-hour minimum, per day -unless otherwise agreed. Client agrees to provide a retainer of \$500.00. DISCOVERY SERVICES will bill hourly against the retainer fee. Client further agrees to pay for any other expenses incurred during the investigation, including, but not limited to travel, hotel bills, videotapes, photos, document copies etc..

Once any investigative effort is initiated a minimum of \$200.00 of the retainer will be withheld should Client decide to end the investigation. The balance will be refunded to the Client upon request. DISCOVERY SERVICES reserves the right to terminate this contract at any time, for any reason. If the termination is the result of the discovery of having received incomplete or misinformation from the client, then all deposits are forfeited.

COURT APPEARANCES

If any agent of DISCOVERY SERVICES is called as a witness for deposition or Court the cost will be a rate of \$75.00 per hour and 50 cents per mile, with a minimum of \$250.00. Clients will pre-pay all anticipated expenses and will reimburse for any and all additional incurred expenses.

PRIVACY and INDEMNIFICATION:

All reports furnished to Client are for the information of the Client only. CLIENT asserts that all information contained in reports, videotapes will be used in a fair and just manner; and not to cause harm to persons or property. The CLIENT agrees to indemnify and hold harmless Keith L. Walker, DISCOVERY SERVICES, its officers, its employees, and associates from any and all claims arising directly or indirectly from any negligent acts,
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errors, or omissions, liabilities, expenses, fees (including attorney fees), costs, and judgments arising from CLIENTS use, possession or disclosure, of any part of said reports and or documentation. The CLIENT further asserts that this investigative request is a lawful one. The CLIENT asserts there are no court orders/restraining orders in effect for either the CLIENT, or the subject of the investigation, or anyone known to be involved in any manner. If a restraining order is in effect, the CLIENT will to provide a copy of the document, and any related documents, for consideration before this contract goes into effect. Discovery Services reserves the right to terminate this contract at any time, for any reason. If the termination is the result of the discovery of having received incomplete or misinformation from the client, then all deposits are forfeited

Discovery Services will endeavor to provide complete and accurate reports pursuant to this agreement. Nevertheless, CLIENT acknowledges that the information contained in such reports is obtained from sources including, but not limited to: public records, nonproprietary services and through observation or perception, which may require the exercise of judgment of interpretation. CLIENT further releases DISCOVERY SERVICES, its officers, employees, and affiliated companies and any companies or individual from which DISCOVERY SERVICES obtains information, from the liability arising or alleged to arise directly or indirectly from any negligent acts, errors, or omissions by any of the providers of information or Discovery Services in connection with the documentation.

CLIENT AGREES THAT NO AGENT OF DISCOVERY SERVICES HAS MADE ANY PROMISE OR GUARANTEE REGARDING THE OUTCOME OF THEIR CASE OR FACTS GATHERED DURING THE INVESTIGATION PERFORMED BY DISCOVERY SERVICES.

Client does hereby bind his/her heirs, executors and legal representatives to the terms of this contract as set forth herein.

Please read and initial the following:

- 1) There have been no restraining orders or abuse petitions filed by or against anyone remotely involved with this investigation. Initial: _____
- 2) There are no court rulings, or orders compelling the client to refrain from conducting this investigation. Initial: _____

I have informed DISCOVERY SERVICES of any facts relating to the following:

- 3) The subject of this investigation having any history of violence. Initial: _____
- 4) The subject of this investigation having any history of using drugs. Initial: _____
- 5) The subject of this investigation having any history of owning or carrying a firearm. Initial: _____

I HAVE READ THIS CONTRACT AND AGREE TO ITS TERMS AND CONDITIONS.

Client
Date:

Discovery Services Representative:
Date: