

P. I. Ducks, Inc.
Investigative Services Agreement

Mail To: P.I. Ducks, Inc. 5919 Clearview Circle Bossier City, Louisiana 71111
Fax To: (318) 549-2650

SECTION I - GENERAL PROVISIONS

1. Agreement is made as of this _____ day of _____, 20____ by and between:

P. I. Ducks, Inc.
5919 Clearview Circle
Bossier City, Louisiana 71111
Phone: 318-549-9291

hereafter known also as **Agency**, and

Personal Name: _____

Company Name: _____

Phone: _____

hereafter known as **Client**.

2. Licensing & Regulatory Authority:

P. I. Ducks, Inc. holds a Private Investigator's Agency license # 3269-060397-LA issued by the Louisiana State Board of Private Investigator Examiners whose office is located in Baton Rouge, Louisiana.

Both parties agree that for the purposes of Legal Venue, this agreement is made in the State of Louisiana, Parish of Bossier and that the laws of that jurisdiction will apply in all matters as they relate to the interpretation of this agreement.

3. Requested Services:

A) Client retains Agency to conduct an investigation specifically explained below and agrees to all fees and costs hereinafter incurred as a result of that investigation.

B) 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 the best interests of Client.

C) Services To Be Provided:

Agency offers all type of investigative services, including but not limited to surveillance, investigative research, background investigations, and people locates.

No illegal or immoral services will be knowingly provided by P. I. Ducks, Inc. Client certifies that he/she is not knowingly requesting illegal or immoral services. Specifically, Client has engaged the services of Agency to provide the following scope of services.

Type in a brief description of what you want done: _____

4. Due Diligence:

Agency agrees to conduct the investigation with due diligence to protect the interests of the Client and to the best of their ability, all expressions made relative thereto are matters of P. I. Ducks', Inc. opinion only.

A) No Warranties or Guaranties:

Neither Agency nor its employees or agents have made any warranties or guaranties as to the success of the investigation, research of other matters of question. Due to the Nature of Investigative work, no warranties or guaranties can be given as to the success or quality of the results achieved. Client understands that surveillances and investigations by their nature are limited by time and resources and that the information obtained may not be that which is desired or in the favor of the client.

B) Agency does warrant that all work and research fees that are billed will be performed on behalf of the client, and that no charges will be made for work that isn't done.

C) Video Tape / Pictures:

Client understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken 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 the VERY BEST quality video and/or pictures that can be obtained given the circumstances. No Sound recordings will be made relative to surveillance tapes.

Original video tapes and/or negatives will not be released to client, but will remain the property of the agency until such time as surrendered in court as evidence. Copies for the purpose of the Client's review will be made at the clients' request.

D) Agency will generate reports of the investigation in a timely manner and supply to the Client with this material as it is available. Every reasonable effort will be made to insure that the quality of the information will be accurate.

E) Original notes or documents considered "work product" will not be released and remain the personal property of the agent working the assignment. Only the written report is released to the client.

SECTION II - FEES AND EXPENSES

1. Service Payments:

The Client agrees to pay Agency for its time, material and service fees as follows:

A) Typically all work is done under a retainer in which funds in the amount of the retainer are placed in trust with P. I. Ducks, Inc. who will deposit said funds into a bank account separate of its business account and hold the retainer as pre-payment for work to be done under this agreement.

B) Retainers are Refundable except for a minimum service fee of \$ 45.00 which shall be charged on all cases where the assignment is canceled prior to the work being done, but after the agreement has been made. Any balance is refunded to the client!

C) The retainer is charged for the work that is done under this agreement at the agreed upon rates. All services are to be paid by retainer in advance; however in the event that the services rendered are in excess of the retainer, Client agrees that the service fees are due and payable upon demand.

1 - Client agrees that any balance owing on the agreement, together with accrued expenses, plus costs of the investigation, shall be due and payable in full prior to any court appearance of Agency and that any monies not paid in full as agreed will be subject to 1-1/2 percent interest charge per month or any portion thereof for each and every month the balance remains unpaid. Client further agrees to pay for all costs of collection plus reasonable attorney fees.

2 - In the event that no retainer is collected, then the services provided will be billed by invoice and due upon receipt of said invoice.

3 - All fees are due at the completion of this assignment, or upon either the Client's or Agency's determination that no further action can be taken to complete this assignment.

4 - On all assignments, which are expected to last longer than 30 days, that portion of the work that has been completed will be billed and payment will be due upon receipt of the invoice.

2. Retainer Amount:

The retainer amount of this assignment is \$_____, receipt of which is acknowledged by this signed agreement. Otherwise the amount of funds deposited with Agency are \$_____.

Service will not be initiated until, at the option of the Agency a retainer check has been determined to have sufficient funding, or an open account has been established to cover the cost of the investigation.

3. Fees:

A) Hourly Rate for the Primary Investigator on your case is \$45.00.

B) Additional Investigators that may be authorized in your investigation will be charged at the hourly rate of \$35.00 per hour, for the first additional investigator and \$25.00 per hour for other investigators used on the case.

C) Mileage fees of \$.45 per mile will be charged for each mile driven during the course of the investigation.

D) Additional fees for expenses authorized by the client will be made at either exact costs or flat rates based upon a fair and reasonable charge for documents, copies, and other material and equipment approved by the client in advance of the fee.

E) As a safeguard toward unforeseen expense for the client, Agency agrees to NOT EXCEED \$_____ in total costs without prior approval of the client.

4. Telephone Fees:

Agency will agree to consult with Client free of charge for a maximum of 30 minutes per day. All calls in excess of this amount are billable at normal hourly rates.

5. Report Writing Fees:

One (1) hour will be billed to the investigation for every Eight (8) hours of Investigative Research or Surveillance to produce a written report.

6. Video Tape Review & Copy Charges:

Charges to review and document activity on Surveillance tapes will be made at the rate of \$20 per hour and \$ 5.00 per copy of VHS video tape used.

7. Court Appearances:

Client agrees to pay Agency in advanced of court date a minimum of two (2) hours for time spent in Court at the request of Client or Client's Attorney due to this investigation. Said fee shall not exceed the per hour rate listed above for each hour in court or on standby.

SECTION III - PERIOD OF SERVICE

1. Period of Service:

This agreement is valid for the duration of the investigation or until such time as it is canceled by either party by written notice to terminate the agreement. No termination shall prejudice the Agency rights to collect payment for services completed prior to the termination of this agreement.

2. Accommodation as Required:

Agency will make every effort to accommodate Client's needs and preferences, subject to existing contractual obligations.

3. Responsibility to Cooperate:

All parties agree to timely take actions and produce information and documents as is reasonably necessary to carry out the scope of this agreement.

SECTION IV - CONFIDENTIAL INFORMATION

1. Access to and Protection of Client's Confidential Information:

Agency acknowledges that in the course of this agreement it shall have access to confidential and proprietary information of the Client and agrees not to disclose any information without prior consent. Any information obtained as a result of the investigation will only be released to the client or his designated representative and will otherwise remain confidential information.

"Confidential Information" shall not include such information as is or becomes part of the public domain through no action of the Agency.

2. Indemnification of Agency from Client Provided Information:

Client agrees to indemnify and hold Agency harmless against all claims arising out of or related to any information which the Client provides to Agency prior to or during the course of the Services provided.

3. Indemnification of Agency from its Services or Information Provided:

Client agrees to indemnify and hold Agency harmless against all claims arising out of or related to the services of Agency Services or information provided herein EXCEPT for those arising from the Agencies Intentional and Wrongful acts.

A) Client agrees that as a result of becoming a client of the Agency, "Certain Information" as it relates to the practices and procedures of Agency may become known and that Client specifically agrees that they will hold any such information as confidential, not to be discussed with anyone outside the scope of this agreement.

B) Client acknowledges that the investigation will be or could be greatly damaged if the subject of this investigation were to become aware of the activities of the Agency relative to the research and surveillance in progress and therefore agrees to keep our relationship confidential at all times during the investigation.

4. Accuracy of Search Reports:

Search reports are performed strictly by the information provided on the subject by the Client. Any error in spelling or sequence of 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 inaccuracies contained in public record information or databases accessed. Use of Data may be subject to the FCRA and other applicable laws, of which the client assumes full responsibility for the release of any information obtained with these reports.

5. Responsible Use of Information:

Although Agency is NOT a consumer reporting agency, Agency continues to promote 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.

6. Client Misrepresentation:

Client attests that he has not misrepresented himself, his company, organization or his purpose for requesting the services that Agency provides. Client understands that misrepresentation in this agreement may result in civil and criminal action against the Client and/or his organization. Client agrees that visitation to the Agency website, or the placing of a request for services is NOT for the purpose of entrapment, sting operation nor pursuit of the Agency in any way. Agency reserves the right to refuse service to the client for security, safety, unlawful or immoral reasons.

SECTION V - OTHER PROVISIONS

1. Entire Agreement, Modification & Assignment:

This instrument constitutes the sole and entire agreement between the parties except where modified in writing, signed by both parties and attached as part of this agreement. Client agrees that Agency may assign this agreement to a sub-contractor in part or whole to complete this assignment, but at all times, Agency will continue to meet the terms and conditions of this agreement.

2. Binding Effect & Terminology:

This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology, the context may require in this agreement, singular shall mean plural and vice-versa.

3. Agency Expertise:

Agency is not a law agency and therefore does not provide legal advice, nor does it provide financial, insurance or personal counseling services. Client is encouraged and advised to seek expert advice in these areas.

4. Acceptance of Agreement:

This agreement does not become valid until such time as it is accepted by both the Client and the Agency, indicative by the signatures below.

ACCEPTANCE

This being our agreement, I hereby authorize this investigation and agree to the terms and conditions listed herein.

Client: _____

Contact Telephone: _____

Social Security Number: _____ - _____ - _____

P. I. Ducks, Inc. identified as **Agency** in this agreement agrees to conduct the investigation.

P. I. Ducks, Inc.

Witness

Witness