

Total Surveillance Investigations

PO Box 239
Morrilton, AR 72110

STATE OF ARKANSAS COUNTY OF CONWAY

AGREEMENT made this _____ day of _____, 20____, by and between Total Surveillance Investigations, PO Box 239 Morrilton AR 72110, hereinafter referred to as "CONTRACTOR", and _____, hereinafter referred to as "CLIENT", at an address: _____ City _____ State _____ Zip _____.

The purpose of this Agreement is to state the terms and conditions under which the CLIENT has employed the CONTRACTOR to perform services as investigators and investigative consultants.

All transactions are governed by Arkansas State law.

IN CONSIDERATION of the services rendered and to be rendered to, the CLIENT does hereby assign and convey to said CONTRACTOR, as its compensation herein the following:

*** PLEASE INITIAL EACH BLANK ***

A (4) four hour minimum applies to all cases. **Twenty four (24) hour notice** must be given by CLIENT to CONTRACTOR in case of cancellation by CLIENT. A (4) four hour minimum charge will be imposed for each investigator if the CLIENT fails to give (24) twenty four hours notice to CONTRACTOR.

**** Emergency cases** (short notice) less than (24) twenty four hours from notice to initiation of case will be billed at (1½) one and one half the hourly rate above for the first (4) four hours per investigator and regular stated rates above after (4) four hours. **Holiday cases (Federal and State recognized)** will be billed at (2) twice the regular hourly rate per investigator.

CONTRACTOR has the right to refuse any request for surveillance, at any time, without prior notification if CONTRACTOR feels that circumstances may endanger investigators or expose them to undue risk.

A RETAINER of **\$500.00**, of which a **NON-REFUNDABLE** cash fee of \$220.00 (based on minimum of (4) hours), is to be paid to CONTRACTOR upon commencement of investigative services to be performed for the CLIENT. This portion is non-refundable. The RETAINER paid by CLIENT shall be debited by gross billable services performed and case related expenses incurred by CONTRACTOR to be charged at a rate of \$ **55.00** per hour, starting at time of departure from our office and ending at arrival back at our office location, plus any and all expenditures incurred, as a result of performing such investigative services, also adding the appropriate State Sales Tax. ****Exception to this would be holiday and emergency cases, in which the amount will be billed according to the rates outlined above**

Included in CLIENT bill will be any costs incurred by CONTRACTOR for long distance toll calls, meals, lodging, cellular phone usage, data inquiries, copies, pictures, video copies, subcontractor fees, etc. in reference to this case. Receipts will be obtained for individual expenses exceeding \$25 and/or where deemed appropriate.

FURTHERMORE, Client understands and hereby acknowledges, that the fee charged by CONTRACTOR is based on the amount of time expended on their behalf relating to this matter including, but not limited to; investigation time, travel time, in person and telephone consultation time, report preparation and rendering, evidence processing, depositions, court appearance time, and any subpoenaed appearances, now or in the future. Court appearances subpoenaed or otherwise, are billed at the following rates: HALF DAY (up to 4 hours) = \$220.00, or FULL DAY (over 4 hours) = \$440.00 plus \$.0445 per mile for any appearances outside of Conway County.

CLIENT fully understands that the investigation fees may exceed the above-referenced RETAINER and that at such time as the RETAINER has been expended, CONTRACTOR will CEASE all investigating activities until such time as CLIENT can be notified and another RETAINER can be paid; to be charged against at the rates stipulated in the preceding paragraphs.

Pursuant to and in compliance with Arkansas State Law, applicable State Sales Tax on each invoice shall be charged.

CLIENT fully understands and asserts that **NO** representations have been made by CONTRACTOR to CLIENT as to the ultimate success of the investigation and that CLIENT shall pay all fees for investigative services performed regardless of the success of the investigation.

CLIENT agrees and understands that their presence at a surveillance scene is not necessary and furthermore may expose our presence. Therefore, we request that CLIENT does not request locations and/ or activities while CONTRACTOR is actively engaged in surveillance. IF CONTRACTOR has reason to believe the CLIENT is engaging in this activity CONTRACTOR will terminate surveillance and discontinue work on the case.

CLIENT also understands that they will not contact the SUBJECT of the investigation or let the SUBJECT of the investigation know that they are under investigation. CLIENT agrees that if this clause is broken, it will **IMMEDIATELY** terminate the investigation and **ALL RETAINERS WILL BE FORFEITED.**

CLIENT fully understands and agrees that at **NO TIME** will CLIENT be UNTRUTHFUL in regards to any information given to CONTRACTOR. This includes but is not limited to, WHY the CLIENT is pursuing the investigation or requesting services. Certain investigations are available ONLY with permissible purposes, and although contractor makes every effort to verify and validate that all requests are compliant, CONTRACTOR relies heavily on the information supplied by CLIENT in the consultation phase. CLIENT agrees that if this clause is broken, it will **IMMEDIATELY** terminate the investigation and **ALL RETAINERS WILL BE FORFEITED.**

CLIENT is entitled to a written report upon request and any pertinent documentation, as a result of this investigation. The investigation may be terminated at any given time by the CLIENT upon written or verbal notification to the proper representative of CONTRACTOR. Immediately following a verbal termination, a prompt written response shall be required from CLIENT for verbal termination to be effective and shall be sent to TSI, PO Box 239, Morrilton AR 72110, via certified mail, return receipt requested.

CLIENT would like a written report _____ YES, _____ NO.

CLIENT may request a copy of any video surveillance filmed during the course of the investigation, when applicable. One video will be supplied free of charge, additional videos will available from CONTRACTOR at a cost of \$10 for first copy and \$5 for each subsequent copy. The original video recording will remain property of Total Surveillance Investigations.

CLIENT would like a copy of video surveillance if applicable _____ YES, _____ NO.

All investigative reports, information, tapes, or documents provided to CLIENT are to be considered exclusive and confidential in nature. CLIENT agrees to restrict the dissemination of investigative findings to only third parties with a legitimate need to know or those authorized by law.

Total Surveillance Investigations is an independent contractor and shall not be deemed an employee, agent, or partner in any manner of CLIENT. Neither party shall have the authority to make any binding representations or agreements on behalf of the other. This instrument contains the entire contract between both parties. Any other expressions of agreement which is not outlined in this device are null and void. Any amendment or modification of this agreement shall be in writing, duly executed by both parties, and appended to this document.

CONTRACTOR hereby represents and warrants that it has been issued an Arkansas State License Number **D 06-179** , issued by the Arkansas State Police, that such license is current, has not been terminated, and that all fees applicable to the issuance of said license or requisite to the maintenance of said license have been complied with.

CLIENT is also provided herein with the following consumer information. Inquires or complaints may be directed to the Arkansas State Police Regulatory Services Division, 1 State Police Plaza, Little Rock, AR 72209, 501-618-8600.

THE TERMS of this Agreement shall END when RETAINER has been exhausted, the Investigation has been completed, or one or both parties has decided to terminate the Investigation. If the Investigation terminates for any reason before the RETAINER has been exhausted, the TOTAL DUE for services, (including any and all taxes, and expenditures), OR the NON-REFUNDABLE portion of the RETAINER, whichever is greater, will be subtracted from the original RETAINER amount. A REFUND in the amount leftover will be issued to the CLIENT with in 30days.

Should any litigation arise from this case through no fault of Total Surveillance Investigations, its employees, subcontractors or associates, the CLIENT shall pay all fees (including the regular hourly rate of TSI, in addition to any costs sustained by TSI in the litigation process. This document constitutes the entire agreement between the parties, and no promises or representation other than those contained here and those implied by law, have been made. If any portion of this agreement is held invalid, its invalidity will not affect the validity or enforceability of any other provision of this agreement.

CLIENT agrees to reimburse CONTRACTOR for costs incurred (including attorney's fees) to collect any past due amounts from CLIENT. Client also agrees that the Place of Venue for any and all legal disputes will be Conway County, Arkansas.

Date

Date

Client

Total Surveillance Investigations

Doug Hunter/ Owner

(By signing, I authorize that a photocopy or facsimile of this form serves as the original)