

COMPANY NAME
COMPANY ADDRESS
PHONE NUMBER

INVESTIGATIVE SERVICES & RELEASE OF LIABILITY AGREEMENT

This "Agreement" made this _____ Day of _____, _____, between
_____ Hereafter known as "CLIENT", and COMPANY NAME, hereafter
known as "INVESTIGATIVE CONSULTANT".

Contact Information

CLIENT

Address _____, City _____, State _____, Zip _____

Phone Number(s) _____

INVESTIGATIVE CONSULTANT

COMPANY NAME

COMPANY ADDRESS

PHONE NUMBER

Services to be provided – The parties to this Agreement agree that the INVESTIGATIVE CONSULTANT will provide the following services:

The INVESTIGATIVE CONSULTANT will NOT knowingly provide illegal or immoral services. CLIENT certifies that he/she is not knowingly requesting illegal or immoral services and intends to utilize INVESTIGATIVE CONSULTANT services to support the legal matters.

CLIENT attests that he/she has not misrepresented himself, his company, organization or his/her purpose for ordering searches or requesting investigative services from INVESTIGATIVE CONSULTANT. CLIENT understands that misrepresentation in this Agreement may result forfeiture of the CLIENT's retainer and may result in civil and criminal action against CLIENT and / or his / her organization, employees and affiliates. **CLIENT agrees that investigative services are NOT for the purpose of entrapment, blackmailing, stalking or harassment. INVESTIGATIVE CONSULTANT reserves the right to refuse to provide information to the CLIENT for security, safety, unlawful or immoral reasons.**

CLIENT Interference / Misrepresentation – INVESTIGATIVE CONSULTANT reserves the right to terminate this Agreement at any time if there is CLIENT interference or misrepresentation by CLIENT or second or third parties directed by CLIENT. Should this Agreement be terminated due to CLIENT interference and or misrepresentation CLIENT will forfeit the entire retainer for the Agreement.

Accuracy of Search Results – The accuracy of information submitted by the CLIENT will directly determine the accuracy of search results. INVESTIGATIVE CONSULTANT cannot be held liable for inaccuracies contained in public record information, databases accessed, or requests submitted by the CLIENT. While the information furnished is from reliable sources, its accuracy is not guaranteed. All information should be verified as to accuracy, timeliness and legal applications prior to preparation of reports or usage of information. Use of available data may be subject to the FCRA and other applicable laws. The CLIENT assumes full responsibility for the release of any information obtained with these reports. Sources may have items that are incomplete, incorrect, omitted, misspelled or deleted and are not in the control of the INVESTIGATIVE CONSULTANT. Human errors when compiling this search is possible. INVESTIGATIVE CONSULTANT shall attempt to maintain the integrity of this data. Data collected during this investigation is to be released to the CLIENT, at the discretion of the INVESTIGATIVE CONSULTANT, or other party intended as per the request of the CLIENT. Other distribution is prohibited.

Due Diligence – The INVESTIGATIVE CONSULTANT and its employees and agents, will pursue the objectives of the CLIENT with due diligence and to the best of their ability. All expressions made relative thereto are matters of the opinion of the INVESTIGATIVE CONSULTANT only.

No Warranties or Guarantee – Neither the INVESTIGATIVE CONSULTANT, nor its employees or agents, have made any warranties nor guaranties as to the success or outcome of the investigation, research, or matters in question. Due to the nature of investigative work, no warranties or guarantees can be given as to the success, outcome or quality of results achieved. CLIENT understands that investigations are, by their nature, limited by time and resources, and may not produce the final product that the CLIENT had desired or intended.

Indemnification of INVESTIGATIVE CONSULTANT from CLIENT Provided Information – The CLIENT agrees to indemnify and hold the INVESTIGATIVE CONSULTANT, its employees and agents, harmless against all claims, damages, losses, expenses, liabilities and / or CLIENT or third party actions arising out of, or related to any information which the CLIENT provided to the INVESTIGATIVE CONSULTANT prior to or during the course of services provided. INVESTIGATIVE CONSULTANT, its employees and agents, shall not be liable for any legal, financial, incidental or consequential damages of any type.

Video / Photo Clause – Due to the nature of investigative and surveillance work INVESTIGATIVE CONSULTANT gives no guarantees to the quality of videos or photos due too logistical, safety, poor lighting factors or other factors not within the control of the INVESTIGATIVE CONSULTANT. Certain situations may require special equipment; if such equipment is needed the CLIENT will be informed ahead of time and will be responsible for cost of rental of such equipment. INVESTIGATIVE CONSULTANT is not responsible for events out of their control i.e. weather, vehicle breakdowns, equipment breakdown / malfunction, traffic congestion, etc.

Refunds – Based on the nature of investigative work we are unable to guarantee the desired result of the CLIENT. This is clearly stated within this Agreement and is consistent with industry standards. Therefore, we do not issue refunds for our services. INVESTIGATIVE CONSULTANT makes every possible attempt to locate and verify information found on searches before submitting the results to the CLIENT. INVESTIGATIVE CONSULTANT will provide the CLIENT the most current information available based on the investigation.

INVESTIGATIVE CONSULTANT Expertise - As to any matters not covered in this Agreement, INVESTIGATIVE CONSULTANT is not an expert nor legal counsel and CLIENT is encouraged and advised to seek expert advice and to retain appropriate experts such as lawyers, accountants, law enforcement officials, and the like, as appropriate.

Period of Service / Termination of Agreement – This Agreement covers Services rendered during and including the dates from _____ to _____. If no termination date is written, then this Agreement is considered to be in effect until the services are completed as agreed or written notification is received of termination of the Agreement. Either party may terminate this Agreement at any time with written notice to the other party.

Restraining / Protective Orders – Investigative Consultant will not conduct any surveillance or obtain information for a CLIENT who has a restraining order or order of protection placed on them by any parties associated with the subject in question. In the event such an order is in place and the CLIENT has not disclosed this information to the INVESTIGATIVE CONSULTANT this Agreement will be terminated upon discovery of this information by the INVESTIGATIVE CONSULTANT and the full retainer shall be forfeit by the CLIENT.

Scheduled Surveillance Cancellation – Once surveillance has begun, should the CLIENT cancel this Agreement or request surveillance to be terminated or postponed, the CLIENT shall be billed for the full day's scheduled surveillance for all investigators scheduled for that day.

Accommodations as required – INVESTIGATIVE CONSULTANT will make every effort to accommodate needs and preferences of the CLIENT subject to existing obligations of this Agreement. In addition, if faced with a cancellation of scheduled time or request for postponement by the CLIENT, INVESTIGATIVE CONSULTANT will make every effort to reschedule time as to maximize potential CLIENT payment responsibility for lost time. If a cancellation is made within a 24 hour time period of the scheduled surveillance, and prior to surveillance having begun, 50% of the scheduled surveillance shall be billed to the CLIENT for all investigators scheduled and shall be non-refundable.

Use of sub-contractors or multiple investigators – It is the discretion of the INVESTIGATIVE CONSULTANT to use sub-contractors and / or multiple investigators. INVESTIGATIVE CONSULTANT will use the appropriate number of investigators necessary to obtain optimum results for the CLIENT. Prior approval from the CLIENT will be obtained before utilizing multiple investigators.

Access to and Protection of Confidential Information of the CLIENT – The INVESTIGATIVE CONSULTANT acknowledges that in the course of this Agreement, it shall

have access to confidential and proprietary information of the CLIENT which the CLIENT may make available to the INVESTIGATIVE CONSULTANT, and agrees not to disclose or disseminate the Confidential Information without the express prior written consent of the CLIENT. The term "Confidential Information" shall not include such information as is or becomes part of the public domain through no action or omission of the INVESTIGATIVE CONSULTANT which becomes available to the Consultant from third parties without knowledge by the INVESTIGATIVE CONSULTANT of any breach of fiduciary duty, or which the INVESTIGATIVE CONSULTANT had in its possession prior to the date of this Agreement.

Attorney's Fees and Costs of Collection – Whenever any sums due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to the payment of his reasonable attorney's fees plus all costs of collection.

Jurisdiction for Legal Proceedings – Any legal proceedings initiated by the CLIENT towards INVESTIGATIVE CONSULTANT shall be within Denver County, Colorado.

Service Payment – The CLIENT agrees to pay the INVESTIGATIVE CONSULTANT for its time, material, and services. Payment in full is due upon receipt of final invoice. **A retainer in the amount of \$____.00 shall be required to initiate the Agreement. Billable investigative and surveillance time shall be at \$____.00 per hour in ¼ hour increments minimum from the time an investigator leaves their office until they return plus \$0.____ per mile driven throughout the investigation. Material and Services as required are billed according to the schedule of cost guidelines of the INVESTIGATIVE CONSULTANT.**

Credit Card Authorization/Charge back waiver – The amount charged is for time/expenses and billing only. CLIENT waives the right to charge back on any credit card, pay pal or e-check payments. CLIENT agrees to waiver by signing this document. If CLIENT is representing a business or firm the CLIENT is acting as a representative in making payments or other billing concerns when dealing with INVESTIGATIVE CONSULTANT. CLIENT acknowledges this by signing this contract.

Validity of signed faxed or email document shall be the same as the original.

Please list all individuals and contact information whom INVESTIGATIVE CONSULTANT has permission to correspond with:

____ Date _____
CLIENT Signature

____ Date _____
INVESTIGATIVE CONSULTANT Signature