

United International Investigations
401 Congress Avenue, Suite 1540
Austin, Texas 78701
(512) 687-3490 * Fax (512) 687-6203

AGREEMENT FOR INVESTIGATIVE SERVICES

United International Investigations, a Private Investigations Company, licensed in the State of Texas by the Texas Department of Public Safety, hereafter referred to as **United International Investigations**, and the undersigned client, hereafter referred to as **CLIENT**, hereby agree and contract for certain private investigations and/or services according to the terms of this contract.

1. The **CLIENT** hereby retains and authorizes **United International Investigations** to perform the following investigative services:

2. **United International Investigations** will exert every effort to meet the investigative objectives. However, **CLIENT** understands and agrees that the investigative objectives may or may not be obtainable and that **United International Investigations** makes no guarantee regarding the results of the investigation. Regardless of the results of the investigation, monies are still owed for investigative time spent. **United International Investigations** warrants **CLIENT** that the services shall be performed within the degree, skill and care that are required in conformance of acceptable professional standards and practices in the private investigations industry. **United International Investigations** further acknowledges that in performing the services it will comply with all applicable local, state and federal laws, regulations and rules without limitations, those pertaining to sensitive information and attorney-client privilege.
3. **CLIENT** understands that **United International Investigations** has no control over, nor any liability for, any use made by **CLIENT** of any information obtained as a result of the investigation and agrees to indemnify and hold **United International Investigations** harmless from any and all damages suffered and/or any and all expenses incurred by **CLIENT**'s use of investigative results.

4. FEES: United International Investigations and CLIENT agree that:

A. The fees paid by CLIENT will be as follows:

<u>Service Performed</u>	<u>Rate Per Hour</u>
Report Preparation	\$95/hour
Administrative Fee	\$75/hour
Surveillance (Two Investigators)	\$95/hour
More than two surveillance investigators	\$60/hour per additional investigator
Investigative Analyst	\$95/hour
Database Searches	Cost of data search and retrieval time
Report Preparation	\$95/hour
Courtroom Testimony	\$95/hour per investigator
Vehicle mileage	\$0.70/mile per vehicle
Mileage fee surcharge (added when fuel prices are \$4 or more at the pump)	+\$0.10/mile per vehicle
Meals and lodging on travel	At Cost
Food and beverage necessary while on surveillance	At Cost
Cover Charges & Entry Fees	At Cost
Parking fees	At Cost
Faxes	\$0.25/page
Black and White Copies	\$0.10/page
Color Copies	\$0.50/page
Company Aircraft	Cost of fuel and tie down fees
Electronic Countermeasures	As per quote
Surveillance Photographs	No Charge (if emailed)
Surveillance Video	No Charge (if emailed)
Conversion of video to DVD	\$30/DVD
US Long Distance Telephone Calls	No Charge
International Long Distance Calls	\$0.25/minute
Postage	At Cost
Travel outside Austin metropolitan area and return to Austin	\$75/hour
Toll Road Fees	At Cost
Other Expenses	At Cost

Sales Tax: 8.25%

CLIENT'S INITIALS

CLIENT is also responsible for all out-of-pocket expenses incurred on behalf of **CLIENT** for fees paid to informants in advance, when authorized by **CLIENT**.

- If **CLIENT** authorizes more than two investigators to be used when conducting surveillance, please initial here _____.
- If **CLIENT** declines the use of more than two investigators when conducting surveillance, please initial here _____.

- B. **CLIENT** is responsible for reimbursing **United International Investigations** for direct costs incurred in retaining similar professionals and experts on behalf of **CLIENT**, but only if **CLIENT** has approved such hiring in advance.
- C. If **CLIENT** requests **United International Investigations** to conduct surveillance and gives less than twenty-four hours notice of the requested surveillance, **CLIENT** shall be charged a **“rush” fee of \$200.00.**
- D. If **CLIENT** requests **United International Investigations** to be on “stand-by” for surveillance for a period of more than one (1) hour, a \$75 administrative fee will be charged for every hour exceeding the one (1) hour.
- E. The minimum time unit for billing for any service (except surveillance) shall be one-fourth (0.25) of one hour. **For any surveillance performed, there will be a minimum charge of four (4) hours. Any communication with our office outside of normal business hours, will result in an administrative fee charge, unless we are actively working surveillance and need to communicate with you.**
- F. Surveillance time begins from the time the investigator or investigators leave the office or another central location and arrive at the job site. Surveillance time ends at the time the investigator or investigators leave the job site and arrive back at the office or original central location.
- G. If travel is conducted, **CLIENT** agrees to pay meal and lodging expenses while **United International Investigation** investigators are traveling for **CLIENT**; commercial aircraft expenses, when such aircraft or travel via aircraft is authorized by **CLIENT**; meals and beverages while on travel; and other travel expenses incurred as agreed upon in advance by **CLIENT**. For safety and liability reasons, hotels used will be mid-level hotels such as Hilton chains,

Sheraton chains, LaQuinta chains or the equivalent, based on availability.

- H. **CLIENT** shall pay a **retainer of \$ _____**. Said retainer must be paid by cash, certified check, money order or credit card before any work is commenced and said retainer is in consideration of **CLIENT's** desire to initiate the investigation. It is agreed that if said investigation is canceled, hourly fees and expenses earned and/or incurred by **United International Investigations** shall be deducted from the retainer and the balance returned to **CLIENT** within thirty days. If **CLIENT** cancels case within two hours of the appointed time to begin the case, **\$200 of the retainer will be forfeited for time facilitating and preparing for the case.**

Please note: If the retainer is depleted, additional funds will need to be collected before any additional work is commenced.

- I. **United International Investigations** will submit itemized billing invoices as the investigation progresses. **CLIENT** will have five business days to accept or dispute the billing invoice. If no dispute is made within this time frame, then it is believed that the billing invoice is accurate and the balance due is correct. **CLIENT** agrees that any monies due to **United International Investigations** over five (5) days will be assessed a ten percent (10%) per month interest charge. **Furthermore, evidence and reports will not be given to CLIENT until the outstanding balance is paid in full.**
- J. Upon termination or completion of the investigation, if there is an unused balance from the retainer fee, **the CLIENT must request that balance in writing.** Upon receipt of the request, that amount will be returned to the client within thirty (30) days. If the unused balance of the retainer fee is not requested within thirty (30) days of completion of said investigation, it is forfeited to **United International Investigations**. **Please note there will be no discounts or refunds given for ANY REASON upon conclusion of the investigation, only any unused balance of the retainer fee.**
- K. When collecting funds from the **CLIENT**, if a representative of **United International Investigations** must meet said **CLIENT** in order to obtain funds, **CLIENT** agrees to **pay mileage plus \$45/hr on time spent retrieving funds.**

5. **United International Investigations** may terminate this Agreement and its private investigative services to **CLIENT** if **CLIENT** is in breach of any of its obligations in this Agreement or if **United International Investigations** is required to withdraw from providing investigative services to **CLIENT** in accordance with the rules of professional conduct applicable to **United International Investigations**. **CLIENT** may terminate this Agreement at any time subject to **CLIENT**'s obligation to pay **United International Investigations** for services rendered pursuant to this Agreement.
6. If it becomes necessary for **United International Investigations** to take any legal action to collect monies due or for any other matter under this contract, **CLIENT** agrees to pay all costs of collection including, but not limited to, collection agency fees, certified letters, long distance telephone calls, court costs and reasonable attorney's fees. **CLIENT** fully understands and agrees that in the event it becomes necessary to refer **CLIENT'S** account to a third party agency as mentioned above, **CLIENT** expressly grants **United International Investigations** the right to utilize work product and data gleaned from **CLIENT** in order to defend **United International Investigations'** right to be paid for services rendered as is necessary.
7. **CLIENT** will hold **United International Investigations** harmless from damages, losses, costs and expenses, including any attorney's fees or legal fees, suffered or incurred in connection with or rising out of claims based on investigative results provided to client, and for which **CLIENT** fails to keep strictly confidential. **CLIENT** agrees to provide immediate written or verbal notice of any legal or civil proceedings, in which the investigative findings of **United International Investigations** or any portions thereof, are to be of material use. In the event that **United International Investigations** becomes a party to a civil litigation due to the acts or actions of the **CLIENT**, **CLIENT** agrees to provide **United International Investigations** with legal representation of **United International Investigations'** choosing as well as pay any and all fines, fees, and expenses that may be incurred due to the acts or action on the part of **CLIENT** for not adhering to the terms and conditions of this contract in relation to confidentiality and release of information.
8. All information provided to **CLIENT**, to include investigative reports, information, audio recordings, video recordings, documents, etc., are considered to be exclusive in nature. **CLIENT** agrees to restrict the dissemination of said findings to only third parties with a legitimate need to know, such as an attorney or those authorized by law.

9. **United International Investigations** will retain copies of all documents and evidence to maintain a chain of custody in the event that such evidence is needed for any criminal or civil proceedings. **United International Investigations** will retain all investigative information in a secure manner and not disseminate or release any material to a third party unless authorized by **CLIENT** or legal court order. All investigative information will be kept by **United International Investigations** for the period of five (5) years from the date of the signing of this contract. If for any reason **CLIENT** wants the files retained longer, it is the responsibility of **CLIENT** to notify **United International Investigations** ninety (90) days or more prior to the destruction date that the file should be retained longer. **CLIENT** must clearly identify the file and the amount of additional time the file is to be retained. In such circumstances, **CLIENT** will be responsible for additional storage costs.
10. Except as specifically provided above, **United International Investigations** disclaims all other warranties expressed or implied. This instrument contains the entire contract between both parties. Any other expressions of agreement, which are not outlined in this contract, are null and void. Any amendments or modifications of this agreement shall be in writing, duly executed by both parties, and appended to this document.

In the event that **CLIENT** is dissatisfied or believes that **CLIENT** has a formal grievance against **United International Investigations** or any representative of **United International Investigations**, **CLIENT** agrees to bring such complaint(s) to the attention of owner of United International Investigations, **Claude Bookout**, in order that a prompt solution or resolution to such can be made. In the event **CLIENT** is unable to find satisfaction to any grievance or complaint(s), **CLIENT** has the right to file a formal complaint with the **Texas Department of Public Safety**, which is the licensing agency for private investigators in the State of Texas, for a full and impartial investigation to determine if any wrongdoing occurred. The address to the Texas Commission on Private Security is as follows:

Texas Department of Public Safety
5805 North Lamar Blvd.
Austin, Texas 78752-4422
Or
P.O. Box 4087
Austin, Texas 78773-0001
<http://www.txdps.state.tx.us/psb>

Important information for the CLIENT to know; CLIENT is to read and initial items below:

- 1) _____ Certain factors may affect the investigator's ability to procure the exact documentation sought, or if surveillance is involved, to maintain surveillance of the subject at all times (lighting conditions, weather, traffic, driving conditions, etc.)
- 2) _____ Do not confide in **anyone** that you have retained the services of **United International Investigations** unless that person has **definite** "need to know."
- 3) _____ If confronted by the subject or anyone else saying "I know you have hired a private investigator," or any statement that implies they "know" secretive information, **do not confirm it for them** ...they may be bluffing.
- 4) _____ If **CLIENT** interferes with the investigation causing difficulty in investigators of **United International Investigations** performing their job duties, this contract can be terminated, and any unused portion of the retainer is non-fundable.
- 5) _____ **CLIENT** understands that database searches are good tools/guidelines; however, they can at times reflect inaccurate information. Public records and commercially available data sources used in the database systems have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect.

**CONTRACT FOR UNITED INTERNATIONAL INVESTIGATIONS
SIGNATURE PAGE**

I, _____ (CLIENT) have read, understand and agree to the terms and conditions as set forth in this contract and hereby agree to retain **United International Investigations** on my behalf.

Signed this _____ day of _____, 20__ by:

CLIENT's Signature

Printed Name

United International Investigations #C09472

Printed Name

Received from _____ the sum of
\$ _____ as a retainer in the above mentioned investigation.

Date: _____

Investigator receiving funds

Printed Name

I, _____ (CLIENT) authorize United International Investigations to charge my credit card in the sum of \$ _____ for services rendered and agree not to contest this charge. Furthermore, if there is an outstanding balance after five (5) days from the date of final invoice, CLIENT also authorizes payment on the following card:

Name on card: _____
Billing address: _____
Credit card type: _____
Credit card #: _____
Exp. Date: _____
Security code: _____ (3 digit code on back of card)

CLIENT

Date