



# EYE INVESTIGATE

*Monique Lessan*

PI 16007

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2426 S. Fitch Mountain Rd. Healdsburg, Ca 95448 Tel: (707) 395 0215 Cell: (858) 568 4972

## AGREEMENT FOR PROFESSIONAL INVESTIGATIVE SERVICES

CLIENT:

SUBJECT(S):

1. Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between: \_\_\_\_\_, hereinafter referred to as "Client" and Eye Investigate, hereinafter referred to as "Agency."

2. Client agrees to engage the services of Agency, a Private Investigative Agency duly licensed by the State of California, solely for the purpose of attempting to: **Investigate:**

Agency shall provide those services reasonably required to represent Client's interests and shall take reasonable steps to keep Client fully informed and to respond to Client's inquiries. Client will, in turn, be truthful with Agency in Client's representations, cooperate with Agency, keep Agency informed of all developments, notify Agency of any change in Client's current address, telephone number, and location within ten (10) days of any changes, and otherwise abide by the terms of this Retention Agreement. Client may receive reports by verbal, email or written at the discretion of this agency. In executing and returning this Agreement, Client signifies that Client understands and agrees to each and every one of the following terms and conditions:

3. Fees. It is agreed and understood that Client shall be solely responsible for compensation to Agency for Agency's fees. A fee of \$100.00 is charged for consultation, which will be waved upon signing of this agreement. Regular fees shall calculated at the hourly rate of \$95 per hour, plus database, mileage and any other expenses reasonably incurred during or arising out of the course of the investigation or a minimum fee of \$500 whichever is greater.

Fees for court appearances and preparation time for court appearances shall be calculated at the hourly rate of \$125 per hour, plus database, mileage and any other expenses reasonably incurred during or arising out of the course of the investigation or a minimum fee of \$250 (or 2 hours), whichever is greater.

4. Retainer. The amount of \$ 500.00 shall be deposited as a retainer upon execution of this Agreement and prior to the commencement of any work by Agency on behalf of Client. Any amounts or expenses reasonably incurred above the retainer fee listed above shall be due and payable immediately upon notice to Client. An additional retainer may be required if the first retainer is exhausted and additional work remains, the

amount of which will be negotiated at the time of requirement. Any unused portion of the retainer shall be considered payment for services and is non-refundable except by discretion of the Agency (or see item #3). Any refund the agency decides to refund shall be refunded within 60 days.

5. Integrated Agreement. Client and Agency expressly acknowledge and understand that this Retention Agreement contains all terms of our agreement, and that there are no terms or provisions, representations or warranties, or other matters affecting the contemplated retention that are not contained herein. Client and Agency further acknowledge, understand and agree that this Retention Agreement may be modified, changed, or superseded only by a subsequent writing signed by each of the parties to this Retention Agreement.

6. Default. In the event of default in payment of sums due by Client, and if this account is placed into collections, Client agrees to pay all costs of collection including but not limited to reasonable attorney fees.

7. Discharge. Client agrees that if Client discharges Agency after the execution of this agreement but prior to the start of any actual investigation, Client agrees to pay Agency a minimum two (2) hour charge for consultation and file preparation. Client also agrees that any surveillance and/or travel cancellation may have already caused agency to incur costs and Client will be charged accordingly against the retainer.

Client agrees that if Client discharges Agency after commencement of work, but prior to completion, Client agrees to forfeit the retainer remaining. Faxed copy of signature is as good as original. This agreement constitutes acceptance for authorization for the assignment for credit card purposes.

8. Disclaimer of Guaranty. In consideration of the foregoing terms and conditions, Client understands that Agency shall, with due diligence, utilize its efforts to investigate the matter set forth above. However, under no circumstance will the outcome of any case be guaranteed. Nothing in this Retention Agreement, and nothing in Agency's statements to Client, will or should be construed as a promise or guaranty as to the outcome of any contemplated representation of Client's interests. Agency, directly and through any individual employees or agents, makes no promises or guarantees regarding the outcome of Client's representation, and has specifically informed Client that the outcome is uncertain and cannot be accurately predicted. Any comments about the possible and probable outcome of the contemplated representation are, and should be treated, as only Agency's expressions of opinion and intended effort. The Agency has researched known characters involved in this case as per clients advice. There is no known conflict. No one in this Agency is personally aware of or involved with known person other than what Agency has read in the newspaper or seen on television. At any time if anyone in this Agency discovers that there maybe a conflict or personally knows anyone on opposing investigation or legal counsel, the Agency will inform clients of such relationship.

9. Discretion. Client agrees to allow Agency to conduct the investigation at its sole discretion via any lawful means it deems appropriate. Only true evidence and honest opinion through experience will be reported. If clients are discharged by Agency for

requesting particular requests that Agency deems illegal, dishonest or morally wrong, the retainer may be forfeited. If this is to locate people, you further understand and state not to cause harm or harassment to the persons. You further understand and agree that our agency may make contact first to seek permission to release contact information to you.  
Signature: \_\_\_\_\_

10. Confidentiality. Client understands and agrees that Agency takes great care to maintain confidentiality and anonymity with respect to Agency's investigations. Client further understands and agrees that the investigation may become more difficult and costly if Client discloses the relationship between Client and Agency to any third party, particularly the subject of the investigation.

11. Disputes and Arbitration. In the event of any dispute between Client and Agency concerning this Retention Agreement or the services contemplated, it is agreed that the dispute shall be decided in small claims court if the amount in controversy is within the jurisdictional limit of the court. If the amount in controversy exceeds such limit, the dispute shall be referred to the American Arbitration Association or a mutually agreeable alternative body for mandatory arbitration. In the event of such a dispute and required arbitration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with the proceeding whether small claims court or arbitration.

12. All unpaid balances after 30 days will be charged a late fee of 10% of the total bill per month. You may pay this invoice electronically using a secure connection at PayPal by visiting <http://www.PayPal.com> and paying [investigatrix@gmail.com](mailto:investigatrix@gmail.com)

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Client

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Eye Investigate