

Nick Harris Detectives

Dept. of Consumer Affairs Bureau of Security & Investigative Services License No. PI 23020

Client Name: _____
Client Representative/Title: _____
Address 1: _____
Address 2: _____
Work Telephone, Fax Number: _____



Home Telephone, Mobile Telephone _____

This agreement is made this ____ day of _____, 2021, between **Nick Harris Detectives** called **The Agency**, and _____, hereinafter called **Client**.

Client agrees to pay The Agency the requested flat fee \$ _____ or minimum retainer \$ _____. Fees and retainers are earned once an assignment is accepted by **The Agency** and refunds are not given. A case is deemed concluded after the **Qualified Manager** has reviewed the case file and determined that the **Client's** request has been met or reasonable means, used in similar investigations, have been exhausted and have not elicited the **Client's** requested information. At the completion of the investigation, **Client** is entitled to a written report regarding results unless otherwise agreed. A flat fee or minimum retainer does not serve to guarantee the results of investigation.

All "Investigative Agent Hours" performed by The Agency on behalf of Client are charged to the Client's account at the agreed upon rate. Flat fee's or a minimum retainer paid by **Client** may not cover all work to be performed, nor should the contract be read to limit **The Agency** from requiring additional moneys if deemed necessary by **The Agency**; Additional charges are contingent on the approval of **Client**.

Special Services and Administrative Services are an additional expense; these include, but not limited to mileage, case preparation, subcontractors, telephone, electronic research, reports, and court or deposition standby and appearances.

Discounts on Rates & Services: Any discounts extended to the **Client** are subject to being "voided" should the **Client** fail to pay his outstanding bill within 30 days from the time of receipt, or dispute the billing without just cause.

The Agency will exercise their best efforts to furnish the services and information being sought by Client within the scope of the investigation fee allowed, but does not imply or guarantee, that such information is obtainable or that services can be completed within the limits of this agreement or any attachments to this agreement. **The Agency** will determine and may, at any time, alter the manner in which assignments will be performed, and will not disclose its trade secrets, sources or case procedures. **Client** shall indemnify and defend **The Agency** from disclosure of any confidential sources of **The Agency**, except as provided by the laws of the United States of America, the State of California, and its political subdivisions.

Client hereby agrees that information being sought from The Agency, will not be used in any way against the laws or regulations of the United States of America, the State of California, or any of its political subdivisions. **The Agency** may deny any report without refund if **The Agency** has reasonable cause to believe **Client** intends to use the information **The Agency** supplies in any way contrary to this agreement or the law.

The Agency shall not be responsible or liable to Client and may require a reassessment of the case, either financial or investigative, if new information is provided by Client after work has begun. Information relevant to the case

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that is intentionally withheld or misrepresented to **The Agency** by the **Client** may void all obligations of **The Agency to Client** without refund of **Client's** fee or retainer.

Client agrees that the names of The Agency, officers, employees, agents and suppliers shall not be disclosed to the Subject of the investigation or to anyone likely to disclose this information to the Subject, except as provided by the laws of the United States of America, the State of California, and its political subdivisions.

No oral or written report will be given to Client by The Agency unless payment is received by The Agency in accordance with the terms of agreement. A written report regarding investigative findings is provided at the completion of assignments unless otherwise agreed.

If the Client has a dispute arising from this contract, the Client agrees to attempt to settle the dispute through conciliation, mediation and arbitration prior to any court proceeding.

If Client or The Agency bring any court actions on this matter it will be filed in The Agency's County, and subject to the laws of the State of California. The prevailing party will receive reasonable attorney fees, costs, and interest as set by the court, but in any event, no more than the price of the contracted work plus \$1,500.00.

The agency and the client agree to keep all investigative matters confidential to insure the best results for both parties until the assignment(s) are completed and only release such information as may be required or allowed by law.

Client understands and agrees that this SERVICE AGREEMENT shall remain binding and in full force unless or until the Client or The Agency notify the other that the Agreement is terminated. The **Client** can request additional investigations by telephone or FAX with **The Agency** at the agreed upon rates.

This agreement shall be liberally construed with a view to affecting its objects and in agreement with law. In witness whereof, **The Agency** and **Client** have entered this agreement as of the date recorded in paragraph 1.

All invoices are due upon receipt unless otherwise agreed. A **19% Annual Percentage Rate** will be applied as a finance charge for any amount not paid on any invoice after one month from receipt. Note that late payment of an invoice can result in the loss of any discounts extended to the **Client**.

THE HOURLY RATE FOR INVESTIGATIVE SERVICES IS:

- Case Mgr -- \$250.00 / Field Agent -- \$150.00 / _____

GENERAL AND SPECIFIC GOALS OF THIS INVESTIGATION

1. _____
2. _____
3. _____

Method of payment:

Check No. _____ Visa card Master card Cash

Full name _____

Card# _____ CVS _____

Expires: _____ Amount _____

Signature: _____ Date: _____

Due to the nature of the service I waive my right to charge back. I authorize additional charges if authorized by fax or email. Please include copy of ID when using fax or email.

I HAVE READ & UNDERSTAND THIS SERVICE AGREEMENT and I agree to all provisions on behalf of myself, the firm, and the **Client** represented in this matter assigned to **The Agency**. I have retained a copy of this contract. I authorize my facsimile or Xerox signature to act as an original in this agreement.

For **Client**: _____ Date ____ / ____ / ____.

For **THE AGENCY**: _____ Date ____ / ____ / ____.

Nick Harris Detectives Representative