



Retainer Agreement for Professional Investigative Services

This Agreement, made this ____ day of _____, 20__, between _____, hereinafter known as “**Client**” and VIP, Inc., 3633 Southside Boulevard, Jacksonville, FL 32216, a private investigative agency duly licensed and insured under the laws of the state of Florida, hereinafter known as “**Agency**,” witness:

- 1) **Client** retains **Agency** solely for the purpose of initiating inquiries and / or conducting an investigation regarding the following matter:

- 2) **Client** acknowledges that **Agency** has made **NO GUARANTEE REGARDING THE SUCCESSFUL COMPLETION OF THE INVESTIGATION**, and acknowledges that all expressions relative thereto given by **Agency** agents and / or employees are matters of personal opinion only.

- 3) It is agreed and understood that the **Client** shall be solely responsible for the compensation for services of **Agency** at the hourly rate of **\$75.00**, per investigator, mileage (@ the rate of **\$0.59** per mile), and reasonable out of pocket expenses, (such as long distance toll calls, meals, lodging, parking, data inquiries, subcontractors fees, copies, film and / or developing expenses, etc.) incurred during, or arising from, the investigation. **Agency** will supply **Client** with a detailed invoice, as well as receipts for meals and lodging, upon completion of the assignment.

- 4) **EMERGENCY UNSCHEDULED INVESTIGATIONS** - **Client** acknowledges that fees for investigations taking place without 24 hours prior notice, will be billed at one and a half (1.5) times the standard hourly rate, unless otherwise agreed upon, and the full amount of the retainer is **NON-REFUNDABLE**.

- 5) If courtroom testimony, or deposition, regarding this matter or any matter related to it is required **BY EITHER PARTY**, the **Client** will be solely responsible for the fee of **\$600.00** per day in court, or **\$300.00** for any four-hour portion thereof, per investigator. All courtroom and deposition fees are due in advance.

- 6) Any amounts or expenses incurred above the retainer fee of, \$ _____, shall be payable immediately upon notice. Interest will be charged on any unpaid balance of fees and costs billed, which are more than 30 days in arrears. The interest rate charged for late payments is **15 %** per month. **Client agrees to give notice within 10 days of any disputed billing in writing, if not, billing will be deemed acceptable.**
 - a) **Note:** Fees, including lien cases, are due and payable immediately upon demand, change of attorney, or settlement of case. All billing is mailed during the last 3 days of the month. If no bill is received it is the **Client**'s responsibility to inquire within 10 days of not receiving the bill. If **Client** receives bill and does not dispute it, it is deemed acceptable after 10 days, and **Client** is held responsible for payment in full.

- 7) Should the **Client** cancel for any reason prior to 24 hours before the start of the investigation, the **Agency** is entitled to **50%** of the full amount of the retainer. **The full amount of the retainer is non-refundable, for any cancellations occurring, for any reason, within 24 hours of the start of the investigation.**

- 8) If **Client** fails to pay, and **Agency** takes action for failure to pay, the **Client** hereby agrees to be held responsible for, but not limited to, **Agency**'s legal fees, costs and expenses incurred to recover fees and authorizes attorney/**Client** of record, to accept any services of process for the **Client** and/or delivery by First Class Mail at the listed address on this agreement. **Client** accepts any legal action in the 4th Judicial District, in the County of Duval.

CLIENT INITIAL: _____

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Client agrees to arbitration over dispute against **Agency**, **AT THE AGENCY'S OPTION**. Failure to pay for billed services will result in reports being held until such time when **Client's** account is brought current.

- 9) **Client** and **Agency** mutually agree to keep one another fully advised of evolving developments and/or newly developed data that could reasonably be considered helpful to the investigation in progress.
- 10) **Client** empowers **Agency** to initiate all levels of investigative procedures in said matter and all other appropriate steps deemed necessary by **Agency** for the assigned investigation, including the use of additional investigators.
- 11) The **Client** hereby agrees to allow said investigative agency to conduct the investigation at its sole discretion via any lawful means it deems to be appropriate.
- 12) **Agency** agrees to faithfully obey all applicable laws of the State of Florida and the United States of America, in the course and scope of this investigation.
- 13) **Client** has advised **Agency** of any dangerous conditions involving the subject of the investigation, which includes, but is not limited to, violent behavior, threats, or weapons. Failure by client to advise **Agency** of above stated is grounds for termination of investigation by **Agency**, and forfeiture of all retainer fees.
- 14) **Client** agrees not to employ or engage other private investigators or agents of **Client** without prior notification to **Agency**. Furthermore, **Client** agrees to disclose to **Agency** all previous investigations or surveillance relative to the subject investigation, prior to this firm's retainment. Failure of **Client** to comply with the above provision is grounds for termination of investigation and forfeiture of all retainer fees. **Client** will not divulge to any person surveillance activities past or future without **Agency's** written permission, as this will constitute Breach of Contract by **Client** subject to, but not limited to, full compensation for surveillance(s) scheduled. **Client** will not willfully withhold information, which could affect the investigation.
- 15) **Client** shall not be in the area of the ongoing investigation, or interfere in any way with **Agency Investigators**. This action will result in the immediate termination of the case and forfeiture of all retainer fees.
- 16) "**How we do and what we do is propriety**". Our trade secrets are **NOT** available to clients or their agents under any circumstances, including but not limited to any ongoing or past investigation.
- 17) All reports/photos/video are for "**OUR CLIENT'S EYES ONLY**", and may **NOT** be reproduced, copied, faxed, emailed or otherwise transmitted without specific written permission by the **Agency**.
- 18) All reports/photos/video are not to be shared with third parties, unless specific written permission by the **Agency** has been granted. This includes but is not limited to information relating to Social Security Numbers, Date of Birth, DMV records, addresses, and phone numbers.
- 19) **Client** will accept facsimiles, and/or e-mail reports, and agrees to hold **Agency** harmless for inadvertent disclosure during transmission and receipt by **Client**.
- 20) All reports/photos/video furnished to **Client** by **Agency** are for the information of the **Client** only. **Client** agrees to hold **Agency** harmless from any and all damages, which are occasioned by any disclosure of any part of said reports.
- 21) At the **Agency's** option, at the end one year, we reserve the right to destroy all materials and files that relate to the case. (Agency is not a storage facility, and does not retain documents for clients. Agency reserves the right to retain certain information at agency office, as Agency sees fit).
- 22) The **Agency** is duly licensed by and through the Florida Department of Agriculture & Consumer Services, Division of Licensing. **The Agency's license number is A 2600353.**

CLIENT INITIAL: _____

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NOTIFICATION OF FLORIDA STATE STALKING LAW
ALL Surveillance and Locate Investigations

Prior to the retainment the CLIENT acknowledges to the AGENCY the following: All investigations must meet with the regulations of Fla. Stat § 784.048, Florida Stalking Law, which states in part:

Fla. Stat § 784.048. Stalking; definitions; penalties. Amended 2004.

- (1) As used in this section, the term:
 - (a) "Harass" means to engage in a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose.
 - (b) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose. Constitutionally protected activity is not included within the meaning of "course of conduct." Such constitutionally protected activity includes picketing or other organized protests.
 - (c) "Credible threat" means a threat made with the intent to cause the person who is the target of the threat to reasonably fear for his or her safety. The threat must be against the life of, or a threat to cause bodily injury to, a person.
 - (d) "Cyberstalk" means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose
- (2) Any person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of stalking, a misdemeanor of the first degree, punishable as provided in § 775.082 or § 775.083.
- (3) Any person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person, and makes a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person's child, sibling, spouse, parent, or dependent, commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, § 775.083, or § 775.084
- (4) Any person who, after an injunction for protection against repeat violence, sexual violence, or dating violence pursuant to s. 784.046, or an injunction for protection against domestic violence pursuant to s. 741.30, or after any other court-imposed prohibition of conduct toward the subject person or that person's property, knowingly, willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in § 775.082, § 775.083, or § 775.084.
- (5) Any person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks a minor under 16 years of age commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in § 775.082, § 775.083, or § 775.084.
- (6) Any law enforcement officer may arrest, without a warrant, any person he or she has probable cause to believe has violated the provisions of this section
- (7) Any person who, after having been sentenced for a violation of § 794.011 or § 800.04, and prohibited from contacting the victim of the offense under § 921.244, willfully, maliciously, and repeatedly follows, harasses, or cyberstalks the victim commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in § 775.082, § 775.083, or § 775.084.
- (8) The punishment imposed under this section shall run consecutive to any former sentence imposed for a conviction for any offense under S. 794.011 or S. 800.04.

The CLIENT acknowledges and understands the provisions of the above penal code and declares that he or she will not violate the requirements and subdivisions of Fla. Stat § 784.048 by use of the information lawfully provided by Agency.

CLIENT INITIAL: _____

CLIENT INITIAL: _____

CLIENT declares that Client has never had any restraining orders or Domestic Violence actions filed against Client in any state.

CLIENT INITIAL: _____

In consideration of the foregoing terms and conditions, **Client** understands that said **Agency** shall under its best efforts; investigate the matter set forth above.

Client acknowledges that he/she is paying for information provided by **Agency**. Once that information has been provided, **Client** waives any rights to refunds, cancellations, or charge backs.

Client acknowledges and agrees to the foregoing terms and conditions of said "**Retainer Agreement**" with the **Agency**. This agreement includes all agreements expressed or implied. **Client** acknowledges receipt of duplicate copy of agreement and **Client** acknowledges a Xerox copy of this agreement shall have the same effect as original.

This agreement shall be binding upon **Client's** heirs, executors, and personal representatives. **Client**, by signing this agreement, certifies he/she has thoroughly examined and fully understands the foregoing agreement. **Agency** and **Client** mutually agree that all information regarding this matter will be kept in the strictest of confidence.

If any portion of this agreement is held to be invalid, then the remainder shall still retain its full force and affect.

Client affirms that he/she has read and clearly understands this agreement. **CLIENT INITIAL:** _____

Dated this.....day of, 200__

Client Signature:

Agency Representative:

CLIENT INITIAL: _____