

ACCUINTEL

Accurate Intelligence and Polygraph

27758 Santa Margarita Parkway, Suite 265, Mission Viejo, CA 92691 Tel: 1-877-262-7460 Fax: 1-949-666-5903

AGENCY-CLIENT AGREEMENT

1. Parties and Contract Duration. This Agreement between **Accurate Intelligence & Polygraph** (the "Agency") and _____ (the "Client") commences on or about the date below and shall remain in full force for 60 days or until terminated by either party. The Agency agrees to provide the following services to the Client according to the terms and conditions of this Agreement.

2. Services. Agency shall provide Client the following services:

3. Completion Date. Estimated time to complete the investigation to be __ days.
Any requirements for accelerated or emergency investigative services should be noted in this contract as follows: _____

4. Compensation. In consideration of the Agency's aforementioned services, Client shall pay Agency a retainer in the amount of \$_____. These funds are to be held as a deposit for said investigation, and a final bill will be debited against this deposit. Client agrees that the retainer is earned upon the initiation of the investigation and is non-refundable.

Agency shall be paid at the rate of \$_____ per hour, plus ___¢ per mile per investigator, plus reasonable expenses.
(see 5.)

The client agrees that the amount shown on the invoice(s) accompanied by the investigation report(s) is due and payable upon receipt.

The Agency reserves the right to withhold any reports and/or information which may develop during the course of the investigation in the event the Client has failed to pay for services rendered and costs incurred.

There will be a fee of \$350.00 per day (or portion thereof) for any appearance required or demanded of an agency officer, employee or contractor in any court or proceeding resulting from the providing of services outlined in this agreement.

5. Expenses. Client shall also reimburse Agency for all **reasonable** business expenses such as, but not limited to:

- a. Long distance travel, lodging, parking and meal costs (upon prior approval of client)
- b. Phone and fax bills.
- c. Film, videotape, digital media as needed.
- e. Information database fees
- f. Reports and copying fees.

6. Confidentiality. Agency agrees during the term of this Agreement and for all times thereafter, to hold inviolate and keep secret all knowledge or information obtained during the course of the contractual relationship. Confidential Information may be disclosed if required by law or court order.

7. Termination. Either party may terminate this Agreement and service at any time without cause and without penalty upon five-business days' prior written notice to the other party, effective upon sending. This contract automatically terminates upon the death of either party with all monies due there under to be paid to the benefit of the respective heirs, representatives, successors, and assigns of that party.

8. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association or other arbitration service mutually agreed between the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay the costs of arbitration. However, in the event of noncompliance with or violation of paragraph 5 (confidentiality), the Client may alternatively apply to the court of competent jurisdiction for a temporary restraining order injunctively, and/or such other legal and equitable remedies as may be appropriate, since the Client would have no adequate remedy at law for such violation on non-compliance.

9. Written Notice. All communications regarding this Agreement should be sent to Accurate Intelligence & Polygraph, 27758 Santa Margarita Pkwy, Suite 265, Mission Viejo, CA 92691, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereunder be specified by notice in writing.

10. Integration and Contract Modification. This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Client and the Agency with respect to the subject matter of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Client, or by any written documents unless signed by both the Client and Agency. Any deletion of any part of this written contract voids the entire contract. All changes must be in writing, signed by both the Client and the Agency, and attached to the contract.

11. Severability. If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

12. Governing Law. This Agreement shall be governed by the laws of the State of California.

13. Remedy in Event of Default in Payment. The Client is responsible for paying all fees and expenses for Agency's services. Client agrees to pay any collection costs and/or reasonable attorney's fees sustained by Agency in collecting Client's account. The Client agrees to pay a 10% interest charge for any portion of a bill for payment that remains due and payable after the 30th day from the date the final report of investigation and invoice are prepared and submitted to Client, compounded each month thereafter on the outstanding balance until the bill is paid in full.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above. It is further agreed that all statements in the ADDENDUM(s) if provided and are attached to this contract and initialed & dated by the client shall become part of this contract.

By: _____
Client (Printed Name)

_____ Date _____
Client Signature

By: ACCURATE INTELLIGENCE & POLYGRAPH

_____ Date _____
Agency Signature

**The original copy of this Contract and Addendum shall be maintained by the Agency
ACCURATE INTELLIGENCE & POLYGRAPH**

ADDENDUMS

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