

J&T INVESTIGATIONS RETAINER AGREEMENT

This Agreement, made this _____ day of _____, 2010,

at _____

between _____, hereinafter known as Client and
J & T Investigations(PI #25225), hereinafter known as “Agency”, witness:

RETAINER FEE IS NON-REFUNDABLE

Retention Conditions

1. CLIENT agrees to co-operate fully in all phases of investigation and to notify AGENCY prior to commencement of investigations all facts known to client regarding subject investigation. The **CLIENT ACKNOWLEDGES THAT THE RETAINER FEE IS NON- REFUNDABLE.** Information provided to CLIENT is based on criteria provided to AGENCY by CLIENT at time of retention, either in person, electronically or over the phone. AGENCY assumes no responsibility for the accuracy of the information provided, or its subsequent application by CLIENT. AGENCY and CLIENT accept said conditions herein enumerated.
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 are matters of his/her personal opinion only.
3. It is understood that CLIENT will accept the AGENCY'S report, either written or oral at AGENCY'S option. CLIENT also acknowledges that AGENCY will destroy information including but not limited to all notes, memos, electronic data, faxes, evidence and other pertinent information at his discretion upon the completion of the investigation, or termination of this agreement, and **AGENCY SHALL NOT BE HELD RESPONSIBLE FOR ANY RETENTION OF ANY EVIDENCE.** All methods and persons contacted during the investigation will be considered confidential and will only be released at the discretion of the AGENCY. All reports are not to be shared with third parties, unless specific written permission by AGENCY has been granted. This includes but is not limited to information relating Social Security Numbers, Date of Birth, DMV records, addresses, and phone numbers. CLIENT will accept facsimile, E-Mail reports and hold AGENCY harmless for inadvertent disclosure during transmission and receipt by CLIENT.
4. CLIENT agrees not to employ or engage other Private AGENCYs or Agents of CLIENT without notifying AGENCY. Furthermore, CLIENT agrees to disclose to AGENCY all previous investigations or surveillance relative to subject investigation prior to this firm's retention. 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 investigation.

5. CLIENT agrees to indemnify and hold AGENCY harmless from any claims that may be asserted against AGENCY arising out of said investigation, including attorney's fees in defending AGENCY against said claims. CLIENT empowers AGENCY to withhold any information including but not limited to reports if CLIENT is found to have withheld information that may in the AGENCY'S opinion may be misused by the CLIENT.
6. 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 AGENCIES. CLIENT has advised AGENCY of any dangerous conditions involving the subject of the investigation, which Includes but 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.
7. CLIENT acknowledges that if AGENCY is required to appear as a witness BY EITHER PARTY, etc. on any case originating to this case CLIENT will be responsible for the posted applicable firm fees and retainer deposits or AGENCY fees BEFORE the time of the scheduled appearance. CLIENT will be charged per firm fee schedule; however, CLIENT should anticipate fees charging from year to year. Note: All fees are calculated using one AGENCY. CLIENT can anticipate, depending on circumstances of case and time frame involved, more than one AGENCY working the case.
8. If a subpoena is issued and an "On Call" status is implied, normal hourly rates will be charged from the date of the subpoena until the AGENCY is given written or faxed confirmation of AGENCY'S dismissal.
9. Interest will be charged on any unpaid balance of fees and costs billed which are more than 30 days in arrears. The rate charged for late payment is 1.5 % per month. CLIENT agrees to accept oral reports and will give notice within 3 days of any disputed billing in writing, otherwise billing will be deemed acceptable. Note: Fees including lien cases are due and payable immediately upon demand or 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 CLIENTS 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. 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, cost 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 Superior Court of the State of California County of Orange, Central Justice Center. CLIENT agrees to arbitration over dispute against AGENCY AT AGENCY OPTION. Failure to pay for billed services will result in reports being held until such time when CLIENTS account is brought current.

10. **EMERGENCY UNSCHEDULED INVESTIGATIONS - CLIENT acknowledges that fees for investigations taking place without 24 hour's prior notice, or on Federal or State holidays will be billed double time, unless otherwise agreed upon.**
11. **CLIENT agrees and acknowledges that for the purpose of fee determination, when AGENCY travels, time and mileage is charged from the time AGENCY leaves AGENCY'S office until he returns to said office (Portal to Portal).**
12. **Temporary restraining orders (TRO) in effect: Please describe any TRO's that may be in effect against you IN THIS STATE OR ANY OTHER STATE:**

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13. **Are there are firearms at the proposed site of the investigation? YES ___ NO ___.**
 14. **AGENCY and CLIENT accept said conditions herein enumerated. This agreement includes all agreements expressed or implied, and no oral or other agreements will be valid by AGENCY or CLIENT, unless in writing and signed by both parties.**
 15. **AGENCY has the right to terminate or reschedule any investigation.**
 16. **At our option, at the end of 90 days we reserve the right to destroy all materials and files that relate to the case and CLIENT forfeits any balance of the retainer fees for lack of activity on the account. (We are not a storage facility, and do not retain documents for CLIENTS. We reserve the right to retain certain information at our office on cases we choose).**
 17. **CLIENTS will have no interaction with any field agents during ongoing investigations, nor shall they be in the area of the investigations, or interfere with agents. This action will result in the immediate termination of the case and forfeiture of all retainer fees.**
 18. **CLIENTS agree to have reviewed and understood our fees sheet posted on our web site at: www.jtinvestigations.com**
 19. **No investigative findings will be released to CLIENT if billing account is not current.**
 20. **Failure to pay investigative fees as billed shall allow AGENCY to disclose any attorney-client privileged communications. CLIENT acknowledges this and waives any attorney-client privileges for the purpose of AGENCY collecting unpaid fees. This agreement will supersede any agreement with any other parties in regards to confidentiality.**
 21. **Are there any criminal reports against you by the SUBJECT being investigated? YES ___ NO ___.** Crimes across state lines can be enforceable in certain cases with the FBI and eventually the US Attorney General.
 22. **Have you ever used another AGENCY to gather information on this person in this state or any other state or country? YES ___ NO ___.** If yes will you give us your permission to contact these AGENCIES? (YES ___ NO ___ N/A ___).
 23. **All information is subject to onsite verification, at the request of the CLIENT and which will be in writing and part of the assignment and will be subject to additional cost if the CLIENT desires and agrees to this verification process.**

Reports are for OUR CLIENTS EYES ONLY, and may NOT be reproduced, copied, faxed, emailed or otherwise transmitted without specific written permission by the AGENCY.

AGENCY DOES NOT RETAIN REPORTS THAT ARE EVIDENCE AT THE END OF CASE. IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN AND KEEP ALL REPORTS AND EVIDENCE. AGENCY DESTROYS REPORTS AND EVIDENCE IN HIS POSSESSION AT THE END OF THE CASE. SOME INFORMATION ON CASES MAY BE RETAINED AT THE DISCRETION OF THE AGENCY.

CLIENT acknowledges and agrees to the foregoing terms and conditions of said "Retainer Agreement" with 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 firm is not responsible for the retention of evidence. CLIENT acknowledges FEE schedule as posted on web site.

CLIENT

J&T INVESTIGATIONS

Signature

Signature

Name: _____

John Thomas Jr.

Title: _____

President

Date: _____

Date: _____