



**SURVEILLANCE AND RESEARCH SERVICE AGREEMENT**

**\*\*STATE OF TEXAS\*\***

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between Stiletto Spy & Company Investigations, 3901 Race St., Ft. Worth, TX 76111, a Texas Business, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, hereinafter referred to as CLIENT", at address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_.

The purpose of this Agreement is to state the terms and conditions under which the CLIENT has employed the CONTRACTOR to perform services as investigators or investigative consults. IN CONSIDERATION of the services rendered and to be rendered to, the CLIENT does hereby assign and convey to said CONTRACTOR, as its compensation herein the following:

**\*\*\* PLEASE INITIAL EACH BLANK \*\*\***

\_\_\_\_\_ A RETAINER OF \$ \_\_\_\_\_, is to be paid to CONTRACTOR upon commencement of investigative services to be performed for the CLIENT. The RETAINER paid by CLIENT shall be debited by gross billable services performed and case related expenses incurred by CONTRACTOR to be charged at the following rates:

\_\_\_\_\_ \$125.00 per hour, 1<sup>st</sup> person for Surveillance. (Note: We charge Door to Door.)

\_\_\_\_\_ \$90.00 per hour, 2<sup>nd</sup> and additional persons for Surveillance.

\_\_\_\_\_ \$0.50 per mile, per vehicle for mileage. (Note: Mileage is charged Door to Door.)

\_\_\_\_\_ \$125.00 per hour for any Investigative or Research time conducted on the case.

\_\_\_\_\_ \$125.00 per hour for Office/Clerical time associated to case. (Example: Phone Calls, Emails, Report Writing.)

\_\_\_\_\_ FLAT RATE, (to be determined) for any databases run during the investigation. (Example: Phone Search, vehicle, property, etc).

\_\_\_\_\_ ACTUAL COST for any and all expenditures incurred, as a result of performing such investigative services. (Example: Hotel charges, Cover Charges, Tolls/Parking, Drink Minimums, etc.)

\_\_\_\_\_ FURTHERMORE, Client understands and hereby acknowledges, that the fees charged by CONTRACTOR are based on the amount of time expended on their behalf relating to this matter including, but not limited to; investigation time, travel time, in person and telephone consultation time, report preparation and rendering, evidence processing, depositions, court appearance time, and any subpoenaed appearances, now or in the future.

\_\_\_\_\_ Court appearances subpoenaed or otherwise, are billed at the following rates: HALF DAY (up to 4 hours) = \$500.00, or FULL DAY (over 4 hours) = \$800.00.

\_\_\_\_\_ CLIENT fully understands that the investigation fees may exceed the above-referenced RETAINER and that at such time as the RETAINER has been expended, CONTRACTOR will CEASE all investigating activities until such time as CLIENT can be notified and another RETAINER can be paid; to be charged against at the rates stipulated in the preceding paragraphs.

Pursuant to and in compliance with Texas State Law, applicable State Sales Tax, 8.25% of the gross amount due on each invoice shall be charged.

\_\_\_\_\_ Client Initials

\_\_\_\_\_ Contractor Initials



# STILETTO SPY & COMPANY INVESTIGATIONS

3901 Race St., Fort Worth, TX 76111 817-676-7683 www.StilettoSpyInvestigations.com TX#A16511

CLIENT fully understands and asserts that NO representations have been made by CONTRACTOR to CLIENT as to the ultimate success of the investigation and that CLIENT shall pay all fees for investigative services performed regardless of the success of the investigation.

CLIENT fully understands and agrees that at NO TIME will CLIENT or one of their REPRESENTATIVES show up at any surveillance location during times at which surveillance is being conducted, nor will they contact the SUBJECT of the investigation or let the SUBJECT of the investigation know that they are under investigation. Doing so would place not only the investigation in jeopardy, but could compromise the safety of the investigator(s). CLIENT agrees that if this clause is broken, it will IMMEDIATELY terminate the investigation and ALL USED AND UNUSED RETAINERS WILL BE FORFEITED WITH NO REFUND.

CLIENT fully understands and agrees that at NO TIME will CLIENT be UNTRUTHFUL in regards to any information given to CONTRACTOR. This includes but is not limited to, WHY the CLIENT is pursuing the investigation or requesting services. Certain investigations are available ONLY with permissible purposes, and although contractor makes every effort to verify and validate that all requests are compliant, CONTRACTOR relies heavily on the information supplied by CLIENT in the consultation phase. CLIENT agrees that if this clause is broken, it will IMMEDIATELY terminate the investigation and ALL USED AND UNUSED RETAINERS WILL BE FORFEITED WITH NO REFUND.

THE TERMS of this Agreement shall END when RETAINER has been exhausted, the Investigation has been completed, or one or both parties have decided to terminate the Investigation. If the Investigation terminates for any reason before the RETAINER has been exhausted, the TOTAL DUE for services, (including any and all taxes, and expenditures), will be subtracted from the original RETAINER amount.

The first \$500.00, (FIVE HUNDRED DOLLARS), of the RETAINER is NON-REFUNDABLE. If the investigation terminates before the first \$500.00 has been applied towards the investigation, an INVESTIGATIVE CREDIT will be issued to CLIENT for future investigative services. If the client paid more than a \$500.00 RETAINER and the balance due is more than \$500.00, but less than the total RETAINER amount, a REFUND is due to CLIENT.

A REFUND in the amount leftover will be issued to the CLIENT within 7 (Seven) business days, when RETAINERS were paid with CASH or CREDIT CARD. Refunds on unused RETAINERS paid via personal or business check will not be refunded until such time as the personal or business check has cleared the bank. Client agrees that any unused RETAINER amount will be requested BY CLIENT in writing within 30 Days of the termination of the investigation, or 30 Days from the date of last activity by Contractor. After 30 Days all remaining funds will be forfeited.

CLIENT is entitled to a written report, (see fee schedule above), upon request and any pertinent documentation, as a result of this investigation. CONTRACTOR shall provide CLIENT with investigative services which may result in: written reports, recorded statements, documents, photographic, video, audio, and related materials, as set forth by the terms and conditions below. CLIENT agrees that all reports will be submitted and received subject to the conditions of this Agreement. Reports may be delivered via US Mail, faxed upon consent from CLIENT, emailed, hand delivered or delivered telephonically. Whenever possible, verbal or informal reports will be provided within one day after the conclusion of an activity.

CLIENT would like a written report? \_\_\_\_\_ YES, \_\_\_\_\_ NO. (See fee schedule above.)

The investigation may be terminated at any given time by the CLIENT upon written or verbal notification to the proper representative of CONTRACTOR. Immediately following a verbal termination, a prompt written response shall be required from CLIENT for verbal termination to be effective and shall be sent to Stiletto Spy & Company Investigations (mailing address: 3901 Race St, Ft. Worth, Texas 76111), via certified mail, return receipt requested or via e-mail.

SECURITY: CONTRACTOR will not provide information that could result in harm or confrontation, such as current location of an offending party. In people locate cases such as "lost loves" and adoption cases, CONTRACTOR reserves the right to contact the person located and allow them the right to refuse contact. Should contact be refused, CLIENT acknowledges that this contract has been fulfilled, and payment due. Sensitive personal information such as Social Security Numbers will be maintained in CONTRACTOR's files and supplied on an "as needed" basis.

CLIENT understands that knowingly supplying false, misleading or incomplete statements or information to CONTRACTOR relating to said assignment will result in immediate termination of said assignment and forfeiture of all retainers and money paid to CONTRACTOR.

\_\_\_\_\_ Client Initials

\_\_\_\_\_ Contractor Initials



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**DISCLAIMER:** In the course of an investigation, CONTRACTOR may use and rely upon information obtained from a variety of sources, including but not limited to judicial and other public records, the Internet, prior employers and private investigators. Although CONTRACTOR endeavors to utilize sources of information known for reliability and timeliness, we cannot, and do not, warrant or guarantee the accuracy of any information used in compiling our reports, nor the accuracy of any report based, in whole or in part, on such information. Further, by contracting for any of our services, CLIENT expressly acknowledge (a) that CONTRACTOR does not warrant or guarantee the accuracy or completeness of any information used in the preparation of its reports, and (b) that CLIENT waives and releases CONTRACTOR from and in respect of any and all claims, demands, and causes of action, of whatsoever kind or nature, based on the accuracy or inaccuracy of any information obtained by CONTRACTOR from any third party or source and any recommendation made by CONTRACTOR with reference thereto. CLIENT further understands that Federal and state laws and regulations require that anyone requesting a background report regarding a third party must have a permissible and legitimate reason for doing so. By contracting for any service which may require CONTRACTOR to obtain information regarding any third party, CLIENTS warrants and represents to CONTRACTOR that CLIENT has a legitimate and permissible purpose in requesting us to obtain such information on CLIENT'S behalf.

**INDEMNIFICATION:** CLIENT agrees that CLIENT'S request for information is permitted by law, and that CLIENT intends to use the information for a purpose permitted law, and no other purpose. CONTRACTOR assumes no liability arising out of the use of CONTRACTOR'S work product, by CLIENT or others. CLIENT, CLIENT'S heirs, beneficiaries, devisees, legatees, administrators and assigns, or any user of the work product provided to CLIENT by CONTRACTOR agree to indemnify and hold CONTRACTOR, its officers, agents, subcontractors and employees harmless from any and all causes of action, liabilities, claims, damages and demands or whatever type, including attorney fees, expenses, costs, and judgments arising from CLIENT'S use or possession of the information furnished by CONTRACTOR.

CONTRACTOR hereby represents and warrants that it has been issued CLASS "A" LICENSE NUMBER: A16511, by the Texas Private Security Bureau, that such license is current, has not been terminated, and that all fees applicable to the issuance of said license or requisite to the maintenance of said license have been complied with.

CLIENT agrees that CONTRACTOR is engaged solely by yourself or your company, regardless of any third party's ability and/or willingness to pay, and further agree that if any monies owed are not paid by you or your company within thirty days after request is rendered, they will be subject to the maximum legal interest rate per month and you will be responsible for any reasonable expenses associated with collections including, but not limited to, our time at our standard hourly rate and all attorney fees and costs related to collection of any past due amounts from CLIENT. A failure to pay will void confidentiality. CLIENT warrants that CLIENT is in a position to enter into this contract on behalf of CLIENT &/or CLIENT'S FIRM, and has the authority to hire CONTRACTOR.

CLIENT personally guarantees payment. Client waives the right to charge back funds or stop payment on checks. All payments are final.

CONTRACTOR shall furnish and maintain in full force and effect at all times during the term of this Agreement at least the minimum amount of Liability coverage for Bodily Injury and Property Damage required by the Texas Private Security Bureau.

CLIENT is also provided herein with the following consumer information. Inquires or complaints may be directed to the Texas Private Security Bureau, PO Box 4087, Austin. IX 78773, ph: (512) 424-7710, fax: (512) 424-7729.

CLIENT agrees to reimburse CONTRACTOR for costs incurred (including attorney's fees) to collect any past due amounts from CLIENT. Client also agrees that the Place of Venue for any and all legal disputes will be Tarrant County, Texas,

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

DATE of Signature \_\_\_\_\_ Client Signature \_\_\_\_\_

CLIENT Name \_\_\_\_\_ Business Name \_\_\_\_\_

DATE of Signature \_\_\_\_\_ Contractor Signature \_\_\_\_\_

CONTRACTOR AUTHORIZED AGENT \_\_\_\_\_ Title \_\_\_\_\_

(By signing, I authorize that a photocopy or facsimile of this form serves as the original)

\_\_\_\_\_ Client Initials

\_\_\_\_\_ Contractor Initials