

Case No: _____
United States of America:
State of New York:
County of Suffolk:



STANDARD INVESTIGATIVE SERVICE CONTRACT RETAINER AGREEMENT

Be it known that this contract entered into on the date: _____, By and Between,
PC Investigation Service Inc.. Hereinafter called Company, and _____
Street: _____ City: _____ State: _____ Zip: _____
Hereinafter called Client.

1. Client engages the services of the Company for the following permissible investigative purposes and agrees to use our information only for appropriate, legal purposes, and in compliance with all applicable federal, state and local laws and regulations. [Give details and specific reasons for the purpose of this investigation i.e.: litigation, divorce, marital, civil action, criminal action, missing person, background check, pre-employment screening, trial prep, etc]

2. Client agrees to pay Company a retainer in the amount of \$ _____ for services to be rendered in performance of this contract. Client also authorizes and agrees to pay Company for the following expenses which may be incurred in the performance of the above described services: any out of pocket expenses associated with obtaining such evidence due to unforeseen events and activities of the subject, limited to \$ _____. Client pays the company the amount of \$ _____ in advance, and agrees to pay the balance of the cost of service upon completion of the service. **Total amount due:** \$ _____.
3. **No additional services are to be performed without the written authorization of the client.** It is understood that Company shall perform the above-described services according to its own methods, in accordance with Federal, State, and local laws, and within the scope of authorization and cooperation as requested by Client. Upon completion of the service, client will be provided with a written report and copy of videotape and any photos, which may be taken.
4. It is understood that **COMPANY** does not guarantee success or desired results from the services. It is also understood that this contract places neither party under any obligation beyond the express terms as stated herein. **CLIENT** will hold **COMPANY** harmless from damages, losses, cost, and expenses, including any attorney/legal fees, suffered or incurred in connection with or arising out of claims based on investigative results provided to Client, which Client fails to keep strictly confidential. **COMPANY** will retain all investigative information in a secure manner and shall not disseminate or release any material to third parties unless authorized by **CLIENT** or by legal court order. **CLIENT** agrees to provide immediate written or verbal notice of any legal or civil proceedings, in which the investigative findings of **COMPANY** or any portion thereof, are to be of material issue. PC Investigation Services Inc. is an independent contractor and shall not be deemed an employee, agent, or partner in any manner, of **CLIENT**. Neither party shall have the authority to make any binding representative or agreement on behalf of the other. This instrument contains the entire contract between both parties. Any other expressions of agreement, which is not outlined in this device, are null and void. Any amendment or modification of this agreement shall be in writing, duly executed by both parties, and appended to this document.



INDEMNIFICATION

5. The **CLIENT** hereby agrees to protect, indemnify, defend, and hold PC Investigation Services Inc., its officers, directors, employees, agents, parents, subsidiaries, representatives and their successors and assigns (individually and collectively) harmless from and against all loses, liabilities, (including actual attorneys' fees) claims, suits, causes of action, demands, judgments, settlement cost, damages of any kind or nature, for any third party claim, demand, or damage, including reasonable attorneys' fees, arising out of **CLIENT'S** use of the Company's investigative service.

DISCLAIMER / TERMS AND CONDITIONS

6. PC Investigation Services Inc. takes no responsibility and assumes no liability for any privacy claims. We neither utilize, reveal, nor attempt to access any confidential information concerning the parties involved in the search. We are a licensed private investigator, and we only engage in any lawful and permissible activities for which a license is required. As a matter of policy, we will not sell information to individuals we know to be under the age of 18, nor will we divulge information on individuals we know to be under the age of 18. All information obtained by us, our affiliates, is intended for legitimate and lawful use only: By proceeding forth with this information request, you (the client) agree to indemnify, hold harmless, protect and defend (in a court of law) PC Investigation Services Inc. and its affiliates if the information is misused in any way. While PC Investigation Services Inc. believes the information to be reliable, human or mechanical error remain a possibility. Therefore, PC Investigation Services Inc. makes no guarantee to its accuracy. Neither PC Investigation Services Inc. or any of our sources of the information requested shall be responsible for any error or omissions, or for the use or results obtained from the use of this information. The report we provide you is not a "consumer report" as defined by 15USC.section 1681 of the FCRA. The Investigative Report we submit to the client may NOT be used for purposes that may cause physical or emotional harm to the subject of the report or for any criminal acts such as (e.g. stalking, harassing, etc.).

Client: _____ Company: _____

IN WITNESS WHEREOF, on the above date the parties hereto have entered into this agreement consisting of (2) pages.