Today’s Date

Client Name: ­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Re: Agreement For Confidential Investigative Services

Case Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This letter is our agreement for investigative services (“Agreement”) under which KEYSTONE INVESTIGATIONS (“we” or “Keystone Investigations”) will perform investigative services on behalf of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“you” or “Client”). We will not perform any services until we receive the retainer described in Section 3. Keystone Investigations is a Private Investigation Agency, duly licensed under the Laws of the State of Texas, license # A19436. We will perform the following services on your behalf: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Hourly Fee

Unless otherwise agreed, we will represent you on an hourly fee basis in quarter of an hour increments. Our fee will be based on actual time spent in connection with the matter and it is our policy to have the necessary work performed in the most cost-effective manner consistent with thorough attention to the tasks involved. All work will be supervised and directed by Dionne M. Hiebert, but you agree that we may use our other investigators and staff to perform the work. Our current billing rates are listed on the enclosed Fee Schedule, which is made a part of this Agreement. We may change our rates at any time, but we will provide you with written notice before changing our rates.

You understand and agree that Keystone Investigations shall be compensated for all services rendered on your behalf, including, but not limited to, conferences, telephone conversations, drafting and review of e-mail and written correspondence, preparation of documents, investigation of facts, surveillance, preparation for and appearances in court or other tribunals, and any and all other necessary tasks.

2. Expenses

You further agree to reimburse Keystone Investigations for any and all expenses associated with Keystone Investigations’ services to you, including, but not limited to, filing fees, copy charges, fax charges, long distance telephone charges, travel costs, computerized research expenses, professional fees, delivery charges and any other out of pocket expenses incurred on your behalf. In the event Keystone Investigations elects to advance sums on your behalf in order to pay for such expenses, you agree that you will reimburse Keystone Investigations upon request. A copy of our Expense Schedule is enclosed with this Agreement, which is made part of this Agreement. We may change our Expense Schedule at any time, but we will give you thirty days written notice before doing so.

3. Required Retainer

You agree that we will not represent you as your investigations firm until you pay as a $\_\_\_\_\_\_\_\_ refundable retainer (deposit). You agree that we may apply this retainer to any amount that you owe us and we may pay advanced costs out of the retainer on your behalf at our discretion. If we disburse funds from the retainer, you agree to restore the retainer upon our request. We may also increase or decrease the amount of the required retainer at any time. We will refund the balance of your retainer, if any, to you at the termination of the work.

4. Invoices and Late Payments

Keystone Investigations will send you an invoice on a monthly basis for fees and expenses incurred, and you agree to pay all invoices within 21 days of the invoice. We may charge a finance charge of 1.5% per month or the maximum allowable interest rate, whichever is less, for all past due amounts that you owe, and you further agree that we may report any amount that you owe that is over 60 days past due to one or more credit bureaus or agencies. You also agree to pay all expenses, including costs and attorney fees, necessary to recover any past due amounts.

5. Termination of our Services

You may discharge Keystone Investigations at any time, but the discharge must be in writing and must actually be received by Keystone Investigations at PO BOX 2157, Cedar Park, TX 78630-2157. In the event you decide to terminate Keystone Investigations for any reason, you agree to pay Keystone Investigations the total amount of the fees incurred, together with all expenses or advances incurred or paid on your behalf. Keystone Investigations may, in its discretion, terminate this agreement at any time.

6. File Retention

You also agree that we may scan all documents for storage upon closing of the file and destroy all physical copies of the file at that time. You also agree that we may destroy all copies of closed files four years after the date the file is closed by Keystone Investigations.

7. Limitation of Liability

You agree to indemnify and hold Keystone Investigations harmless from any and all claims, causes of action (including Keystone Investigations’ negligence), damages, court costs, attorney fees, or any other expenses related to Keystone Investigations’ services under this agreement. You also agree that, regardless of anything in this agreement to the contrary, Keystone Investigations’ liability to you shall be limited to the amount that you have actually paid to Keystone Investigations.

8. No Guarantee

Keystone Investigations agrees to use its best efforts in providing private investigative services to Client and perform all services in a professional, diligent, and business-like manner. However, Client recognizes that Keystone Investigations cannot and does not guarantee a particular result or outcome of any matter investigated.

9. General

Information furnished by KEYSTONE INVESTIGATIONS at the request of the client is

STRICTLY CONFIDENTIAL and for the client’s information only. Client agrees to hold same in

STRICT CONFIDENCE for his own exclusive use, never to be communicated, except for legal permissible reasons, in compliance with all applicable federal, state, and local laws and regulations. The information supplied to 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 stalking, harassing, etc. Client further agrees to be personally responsible for any damage arising from a violation of any of the above provisions.

This agreement is the complete agreement between you and Keystone Investigations regarding Keystone Investigations’ services and supersedes all previous agreements, whether written or verbal, between us. This agreement may only be amended in writing signed by Dionne M. Hiebert and is governed by Texas law. Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

If you have any questions, please feel free to contact us at any time. We appreciate the opportunity to work with you and always appreciate the referral of new clients. Please indicate your acceptance of this Agreement by signing below and returning the original of this agreement to us.

Sincerely,

keystone investigations

By:

Dionne M. Hiebert, Owner

AGREED:

Client’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

**Fee Schedule**

|  |  |
| --- | --- |
| **Service** | **Hourly Rate** |
|  |  |
| Report Preparation | $95/hour |
| Surveillance Investigators | $95 / hour |
| Investigative Analyst | $95 / hour |

**Expense Schedule**

|  |  |
| --- | --- |
| **Expense** | **Charge** |
|  |  |
| Faxes | $.25 / page |
| Black & White Copies | $.09 / page |
| Color Copies | $.50 / page |
| Surveillance Photographs  Surveillance Video  Conversion of video to DVD | No Charge  No Charge  $35/DVD |
| U.S. Long Distance | No Charge |
| International Long Distance | $.35 / minute |
| Cellular Phone Charges | No Charge |
| Postage | At cost |
| Cover Charges & Entry Fees | At cost |
| Travel | $75/hour |
| Mileage fee | $.70 per mile/vehicle |
| Mileage fee surcharge (added when Austin fuel prices are $4.00 or more at pump) | + $.10 per mile/vehicle |
| Parking fee | At cost |
| Accommodations and Meals | At cost |
| Database Analysis Report | $95/hour + database search fee |
| Other Expenses | At cost |
| Sales Tax | 8.25%  **Client’s Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |