

**SILENT WARRIOR INVESTIGATIONS, INVESTIGATIVE SERVICES
CLIENT RETAINER AGREEMENT**

Agency License: California PI License no. 25687
Registered Process Server PSC # 2080

**MICHAEL P. GERVAIS
QUAL-MGR/OWNER OF SILENT WARRIOR INVESTIGATIONS
PRIVATE INVESTIGATOR SERVICES CLIENT RETAINER AGREEMENT**

Agency License: California PI License 25687
Silent Warrior Investigations
Orange, Ca. 92865
714-579-7797

INVESTIGATIVE SERVICES RETAINER AGREEMENT

This Agreement is entered into on and dated _____, 2008, by and between Silent Warrior Investigations, a California licensed detective agency, License No. 25687, with offices at 1442 E. Lincoln Ave., # 486 Orange, California 92865, herein referred to as (AGENCY), and _____, with an address of _____, City _____ State _____ zip _____, herein referred to as (CLIENT).

Note: If client is a business, an owner or corporate officer signs the agreement.

SCOPE OF WORK:

CLIENT retains AGENCY to conduct an investigation specifically explained below. CLIENT agrees to pay all fees and costs hereinafter incurred as a result of this investigation. As such, CLIENT agrees that AGENCY is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of CLIENT. The parties hereby agree that the following investigative services have been requested by CLIENT under this Agreement and will be provided by AGENCY, but that the actual time and manner in which the following investigative services are conducted shall be left to the sole discretion of the AGENCY.

INVESTIGATIVE ASSIGNMENT:

CLIENT suspects **(scope of investigation)**, (hereinafter referred to as the Subject) may be involved in _____. As such, CLIENT requests that AGENCY initiate a surveillance of the Subject commencing at 6:00am on Monday, _____, 2008 and continue for (4) four consecutive days. CLIENT also requests that AGENCY:

Summary:

- _____
- _____
- _____
- _____
- _____
- _____

RETAINER

CLIENT shall place \$ _____ (_____ Dollars), in the possession of the AGENCY to serve as an initial retainer to specifically commence investigation on _____, 2008. Should the retainer be insufficient, CLIENT agrees to promptly pay the AGENCY the additional amount in full upon receipt of an invoice. CLIENT understands and agrees that a monthly interest charge of 1.5% will be applied to any unpaid balance over 30 days past due. If CLIENT interferes with the investigation in any way, investigation shall cease and all monies paid shall be forfeited to the company. AGENCY agrees to notify CLIENT when 80% of the retainer as posted is exhausted. AGENCY will seize from any further investigation once the retainer has been depleted. CLIENT shall promptly pay the AGENCY any additional funds the AGENCY deems necessary to continue the investigation at CLIENT's request. AGENCY agrees no to exceed the authorized budget and retainer without CLIENT authorization, unless the additional expenses were incurred in the process of following the subject and/or obtaining information critical to the purpose of this investigation. Any investigation where the CLIENT wants the AGENCY to start within 48 hours shall be classified as a RUSH assignment and the retainer shall be non-refundable in exchange for AGENCY to place pending cases on hold to start CLIENT's case within the 48 hour period.

RATES

The hourly rate for surveillance is billed at \$ 75.00 per hour/per investigator with a (4) four-hour minimum per investigator per day. Hourly billing will start and end at the Orange, California office. The hourly rate for Telephone and/or Personal Interviews, Inquiries, Background, On-Line Investigations, Internet, Computer Database Research, Business/Corporate Record Searches, report writing, and CLIENT conferences shall be billed at \$100. per hour. Holiday cases (Federal and State recognized) will be billed at (2) twice the regular hourly rate per Investigator. AGENCY will forward CLIENT statements and/or invoices listing in detail any and all time and expenses incurred in the investigation. In many instances the CLIENT may need the AGENCY to be available on a "stand-by" basis. In such circumstances, the CLIENT shall be charged a minimum of \$500 per day per investigator. CLIENT agrees to compensate the AGENCY at the agreed upon rates for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. If courtroom testimony or deposition regarding this matter or any matter related to this investigation is required the fee will be \$100 per hour per investigator plus expenses with a (5) four-hour minimum per investigator per day will be imposed. Any appearance over (5) hours will incur a flat fee of \$1,000 per investigator per day. All courtroom and deposition fees are due in advance. A retainer for the amount must be received 7 days prior to scheduling the investigator(s) for court or deposition. AGENCY shall not be responsible for court delays or cancellations. Forty-eight (48) hours notice is required in the event of any cancellation; otherwise CLIENT account will be invoiced for each investigator for each day or portion scheduled.

IF CLIENT IS AN ATTORNEY OR LAW FIRM AND HAS CONTRACTED FOR THE SERVICES OF INVESTIGATOR TO ASSIST SAID ATTORNEY OR LAW FIRM IN ANY WAY IN ANY MATTER ON BEHALF OF THE ATTORNEY OR LAW FIRM'S CLIENTS OR IN ANY CASE BEING HANDLED BY THE ATTORNEY OR LAW FIRM, THEN THE ATTORNEY OR LAW FIRM HEREBY EXPRESSLY ACKNOWLEDGES, COVENANTS, AND AGREES THAT THE OBLIGATION OF THE ATTORNEY OR LAW FIRM TO PAY THE INVESTIGATOR FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT ON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE INVESTIGATION, OR (2) THE ATTORNEY OR LAW FIRM BEING PAID BY ITS CLIENT, OR (3) THE ATTORNEY OR LAW FIRM'S CLIENT BEING SATISFIED WITH THE RESULTS OR OUTCOME OF THE INVESTIGATION.

USE OF SUBCONTRACT AND/OR ADDITIONAL INVESTIGATORS:

CLIENT agrees that AGENCY, at AGENCY's sole discretion, may use sub-contracted investigators, and may immediately engage one or more additional investigator(s), at the agreed upon rate and billed in addition to the hourly investigator rate, (within the authorized budget) which CLIENT hereby AGREES to pay in the course of any assignment where AGENCY determines that one or more additional investigator(s) is needed immediately, such as when a separate investigator is needed to initiate an undercover inquiry, or the subject of our investigation leads the AGENCY to an unusually difficult setting, such as downtown office buildings, airport, public amusement / entertainment / sporting events, etc.

EXPENSES

CLIENT recognizes that AGENCY will likely incur expenses directly associated with conducting said investigation. As such, CLIENT shall be responsible for all reasonable expenses, including, but not limited to mileage, (.65 per mile) tolls, parking, overnight accommodations, meals*, admission fees, videotapes, CD's, DVD's, photographic film and processing, long distance telephone charges, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by CLIENT. Mileage shall be invoiced at the

rate of .50/mile starting from the AGENCY place of business in Orange, California. *Daily per-dium for food on overnight assignments is \$35. per investigator.

CANCELLATION

CLIENT must provide AGENCY with a minimum **Twenty four (24) hour notice** in case of any cancellation of scheduled activity. A (4) four-hour minimum charge will be imposed for each investigator if the CLIENT fails to give (24) twenty four hours notice to AGENCY. **Emergency cases** (short notice) less than (24) twenty four hours from notice to initiation of case will be billed at (1½) one and one half times the hourly rate above for the first (4) four hours per investigator and regular stated rates after the first (8) eight hours. A (4) four hour minimum per investigator per day will be imposed. All courtroom and deposition fees are due in advance. A retainer for the amount must be received 7 days prior to scheduling the investigator(s) for court or deposition. We are not responsible for court delays or cancellations. Forty-eight (48) hours notice is required in the event of a cancellation; otherwise your account will be invoiced for each investigator for each day or portion scheduled.

CLIENT EXPRESSLY AGREES THAT IN THE EVENT CLIENT EXECUTES THIS AGREEMENT AND THEN WISHES TO CANCEL THIS INVESTIGATIVE SERVICES AGREEMENT ONCE AGENCY HAS BEGUN OR SCHEDULED SUCH SERVICES, THAT AN AMOUNT EQUAL TO ONE-HALF OF THE RETAINER FEE SHALL BE PAID TO AGENCY AS A CASE INTAKE FEE. CLIENT ACKNOWLEDGES THAT AGENCY HAS TO SCHEDULE IN ADVANCE THE AGENCY'S ASSIGNMENTS IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM SURVEILLANCE AND OTHER INVESTIGATIVE SERVICES FOR CLIENT AND FOR AGENCY'S OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RESCHEDULED TO OTHER CLIENTS. THEREFORE, CLIENT ALSO AGREES THAT IN THE EVENT AGENCY HAS SCHEDULED SURVEILLANCE, OR ANY OTHER TYPE OF INVESTIGATIVE ACTIVITY, FOR CLIENT FOR A SPECIFIC DAY AND CLIENT CANCELS THIS ASSIGNMENT WITHIN TWENTY-FOUR (24) HOURS OF THE TIME IN WHICH THIS SPECIFIC ASSIGNMENT IS SCHEDULED TO BEGIN, THAT CLIENT SHALL PAY AN AMOUNT EQUAL TO ONE-HALF OF THE AGENCY'S PROJECTED FEES FOR THIS DAY'S ASSIGNMENT TO AGENCY AS A CANCELLATION FEE.

CLIENT further agrees that the following provisions shall also apply to all fees due from CLIENT under this agreement:

1. In the event that no retainer is collected, then the services provided will be billed by invoice and due upon receipt of said invoice. **CLIENT forfeits all rights to reports, evidence, photographs, video, information and other related items if invoices are not paid within terms.**
2. All outstanding fees are due immediately at the completion of this assignment, or upon either the CLIENT or AGENCY's determination that no further action can be taken to complete this assignment.
3. On all assignments, which are expected to last longer than 7 days, that portion of the work that has been completed will be billed weekly and payment will be due upon receipt of the invoice.
4. AGENCY reserves the right to require payment in advance for excessive investigative expenses.

VERBAL UPDATES:

CLIENT agrees that no verbal updates will be provided to CLIENT while AGENCY is engaged in or in the process of performing any surveillance assignments. Oral reports will be provided within 48 hours after the information is obtained or, no sooner than 9:00 a.m. the Monday following any weekend surveillance assignment when reporting information to CLIENT. CLIENT further agrees that if CLIENT is represented by an attorney that AGENCY within the times mentioned in this paragraph may, at AGENCY's sole discretion, provide the reports mentioned above directly to the CLIENT's attorney. CLIENT understands that he/she may be needed to provide information to AGENCY while in the course of a surveillance assignment (vehicle descriptors, color of dress / clothing for the day, etc.) but AGENCY is not obligated to provide a report to CLIENT at the time the additional information is requested. CLIENT further agrees that if CLIENT retains an attorney after entering into this Investigative Services Agreement that CLIENT must provide AGENCY within 24 hours of retaining such attorney, a notice both verbally and in writing, containing the name, address, telephone number and fax number of the attorney.

CLIENT INTERFERENCE:

CLIENT acknowledges that any interference in this investigation by CLIENT or by CLIENT's friends, relatives, agents, or employees will jeopardize the ability of AGENCY to provide the services promised under this agreement. CLIENT further acknowledges that interference includes, but is not limited to calling the AGENCY and/or employees and contractors while they are trying to perform investigative duties and/or surveillance, asking to ride along on surveillances, driving past locations under surveillance, and/or visiting locations near the location under surveillance.

CLIENT agrees not to interfere in any manner whatsoever, or instruct or cause anyone else to interfere, directly or indirectly, while AGENCY is in the course of this investigation. CLIENT understands and agrees that in the event anyone other than AGENCY participates in this investigation, AGENCY will immediately terminate all activity in this assignment and CLIENT will forfeit any unused portion of the retainer.

DISCLAIMER:

CLIENT expressly acknowledges that AGENCY'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. **AGENCY MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION.** No illegal or unethical services will be knowingly provided by AGENCY and CLIENT certifies that he/she/it is not knowingly requesting any illegal services. AGENCY reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all state and federal laws, regulations and best practices. **CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.**

REPORTS

AGENCY will generate a written report of the investigation in a timely manner at the completion of the investigation given the CLIENT's account is not in arrears. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, AGENCY will not be responsible for information contained within database reports which AGENCY has no control over the content. Reports may also include photographs and video tape. CLIENT understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken from long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable. AGENCY will proceed with due diligence to obtain quality video and/or pictures that can be obtained given the circumstances without placing the investigator in any physical harm, unsafe position, or violating privacy statutes. Therefore, CLIENT understands that AGENCY fees are not contingent upon the acquisition of any photos or video. No "Audio" recordings will be made relative to surveillance tapes. Original videotapes and/or negatives will not be released to CLIENT, but will remain the property of AGENCY until such time as required to be surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense.

Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the written final report is released to the CLIENT. **AGENCY RESERVES THE RIGHT TO WITHHOLD ANY AND ALL REPORTS AND/OR EVIDENCE PENDING PAYMENT IN FULL AND BANK CLEARANCE THEREOF.** Original videotapes and/or negatives will not be released to CLIENT, but will remain the property of AGENCY until such time as surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense.

ACCURACY OF INFORMATION SOURCES

Database search reports are performed strictly by the information provided on the subject by the CLIENT. Any error in spelling, format or sequence of letters, words or numbers can result in wrong information on the subject. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data. AGENCY cannot be held liable for inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by AGENCY; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly recommended that any information gathered be cross-referenced with "Original Source" information.

RESPONSIBLE USE OF INFORMATION

AGENCY is NOT a consumer reporting AGENCY. AGENCY promotes the responsible use of the information that it provides, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of AGENCY. The CLIENT is responsible to safeguard the information provided from unauthorized third party disclosure **as defined** by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel **prior to dissemination** of reported information.

Furthermore, the CLIENT affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

CLIENT MISREPRESENTATION:

CLIENT attests that he/she has not misrepresented himself, his company, organization or purpose for requesting the services that AGENCY provides. CLIENT understands that misrepresentation in this agreement, in AGENCY's sole opinion, may result in civil and criminal action against the CLIENT and/or his organization as well as any and all monies paid to be forfeited. AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical or immoral reasons. CLIENT further represents that the information provided by the AGENCY shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation. CLIENT agrees to and shall indemnify and save harmless the AGENCY, it's employees and agent(s) from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with or arising out of claims based on investigative results provided to CLIENT. This also includes any civil or criminal actions, claims, third party claims, lawsuits, disciplinary actions, or any losses alleged to be caused by the AGENCY resulting from any activity performed by either CLIENT or AGENCY, except for illegal acts or negligence on the part of the AGENCY, investigators and/or its employees.

VIDEO PHOTOGRAPHY, TAPE REVIEW & COPY CHARGES:

Charges to review, edit and copy Surveillance Tapes will be made at the rate of **\$ 75.00** per hour plus cost of media. AGENCY is entitled to bill for copies of 8mm, VHS, Mini-DVC and DVD tapes used and/or submitted to the CLIENT. Photographs, film and processing will be billed at AGENCY's actual cost, plus a reasonable handling fee.

CONFIDENTIALITY

All investigative findings furnished to CLIENT are exclusively for CLIENT'S own use. CLIENT agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know, and/or authorized by law. CLIENT will hold AGENCY harmless from damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with arising out of claims based on investigative findings provided to CLIENT, and for which CLIENT fails to keep strictly confidential. AGENCY will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by the CLIENT, or court ordered.

CREDIT CARD AUTHORIZATION

By CLIENT providing AGENCY with CLIENT's credit card information, AGENCY is authorized to charge said credit card as AGENCY may deem necessary to pay off any outstanding balances, additional requested services by CLIENT, court appearances, or any appearance requested by any party associated with this investigation. CLIENT further acknowledges that AGENCY fees are based on information, whether negative or positive to CLIENT's case, along with accrued time and expenses. AGENCY shall be entitled to all invoiced fees irregardless of the value of the information developed by AGENCY. CLIENT waives any right to dispute or "chargeback" on any credit card charges made by AGENCY that can be justified with an invoice. CLIENT understands that any dispute of charges can and will be resolved in small claims court and not through the credit card company for the card provided to AGENCY.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of California CLIENT hereby agrees that in the event of any litigation regarding fees owed to AGENCY, that jurisdiction and venue shall be in Orange County, California.

This being our the entire Agreement of both parties is expressed in this document and no verbal understandings, agreements or other documents shall alter, modify or change the terms of this contract. CLIENT agrees that AGENCY may assign this agreement to a sub-contractor in part or whole to complete this assignment, but at all times, AGENCY will continue to meet the terms and conditions of this agreement.

This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology context in this agreement, singular shall mean plural and vice-versa. Terms used in the male gender serve as function words and do not denote a specific gender but the CLIENT as an individual or entity.

CLIENT has had the opportunity to read this Agreement in full and the option to have it reviewed by an attorney. Having no unanswered questions, CLIENT hereby authorizes this investigation and agrees to all the terms and conditions listed herein. By signing this Agreement, I as CLIENT hereby personally certify and affirm that the information supplied above is true and accurate to the best of my knowledge at this time. I further represent and affirm that I am authorized to order this investigation and financially contract for this assignment. In the event my company fails to pay for said investigation, I shall be personally responsible for any and all financial obligations associated with this investigation. I also understand that my knowingly supplying false or misleading information may result in my case being rejected and/or terminated. I will forfeit any and all funds that may have been paid to

AGENCY pertaining to this case if any information is discovered to be false, misleading, or compromising the ethical and/or legal obligations of AGENCY in the sole opinion of AGENCY.

A signed copy or a signed facsimile of this retainer agreement will be valid as an original.

AGREED BY THE PARTIES HERETO:

Silent Warrior Investigations

By:

Silent Warrior Investigations Date

Name of Client Date