

SCHUBERT INVESTIGATIONS

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STATE LICENSE # PI 26147

INVESTIGATOR RETAINER AGREEMENT

This agreement is made this: _____ day of _____ in the year 20____, in the city of _____ in the State of California, county of _____ by and between: SCHUBERT INVESTIGATIONS, hereafter known as "INVESTIGATOR" and:

Your Name: _____
Company: _____ Title/Position: _____
Address: _____
City: _____
State: _____ Zip: _____ Country: _____
Phone # 1: _____ Cell Phone: _____
E-Mail Address: _____ Fax #: _____
Your Drivers License #: _____ Expiration date: _____
Your SSN: _____ Your DOB: _____ / _____ / _____
Hereinafter known as "CLIENT"

ASSIGNMENT & FEES:

Hourly Rate \$ _____ Mileage Rate \$ _____ Flat Rate \$ _____ (Hrs included _____)

Investigations will commence when retainer fees have cleared our bank.

Investigative Assignment:

____ Locate ____ Background ____ Fraud ____ Service of Process ____ Surveillance

Subject Name: _____ AKA/Maiden: _____
Address: _____ City: _____ State: _____ Zip: _____
Sex: _____ SSN: _____ Height: _____ Weight: _____
DOB: _____ / _____ / _____ Drivers License #: _____
Company: _____ Occupation: _____
Address: _____ City: _____ State: _____ Zip: _____
Hours of Work: _____ Days: _____
Telephone Number (s) HM: _____ Cell: _____
Vehicles Known to drive/own:
Year: _____ Make: _____ Model: _____ Color: _____
Year: _____ Make: _____ Model: _____ Color: _____

Are there any firearms at the proposed site of the investigation? YES _____ NO _____.

Client has as of this date paid to INVESTIGATOR, the non refundable retainer fee of which INVESTIGATOR hereby acknowledges the sum of: \$ _____ USD Cash or Check Check #. _____

CLIENT INITIAL: _____

NOTIFICATION OF CALIFORNIA STATE STALKING LAW.

ALL surveillance and locate investigations

Prior to the retainment the CLIENT acknowledges to the INVESTIGATOR the following: All investigations must meet with the regulations of Penal Code 646.9. California Stalking Law, which states in part: (A). "Any person who willfully, maliciously, and repeatedly follows or harasses another person and who makes a credible threat with the intent to place that person in reasonable fear for his or her safety, or the safety of his or her family, is guilty of the crime of stalking, punishable by imprisonment in a county jail for not more than one (1) year or by a fine of not more than one thousand (\$1,000.00) dollars or by both that fine and imprisonment in the state prison." The CLIENT acknowledges and understands the provisions of the above penal code and declares that he or she will not violate the requirements and subdivisions of Penal Code 646.9 by use of the information lawfully provided by INVESTIGATOR.

CLIENT INITIAL: _____

CLIENT declares that client has never had any restraining orders or Domestic violence actions filed against client in any state: _____.

Are there any temporary restraining orders in effect: Please describe any TRO's that may be in effect against you IN THIS STATE OR ANY OTHER STATE: _____.

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 U.S. Attorney General.

Have you ever used another investigator 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 investigators? (N/A, YES, NO)

RETAINER FEE IS NON-REFUNDABLE

Retainment Conditions

1. CLIENT agrees to co-operate fully in all phases of investigation and to notify INVESTIGATOR prior to commencement of investigation all facts known to client regarding subject investigation. The **CLIENT ACKNOWLEDGES THAT RETAINER FEE IS NON-REFUNDABLE**. Information provided to CLIENT is based on criteria provided to INVESTIGATOR by CLIENT at time of retainment, by either in person, electronically or over the phone. INVESTIGATOR assumes no responsibility for the accuracy of the information provide, or its subsequent application by CLIENT. INVESTIGATOR and CLIENT accept said conditions herein enumerated.

2. CLIENT acknowledges that INVESTIGATOR has made **NO GUARANTEE REGARDING THE SUCESSFUL COMPLETION OF THE INVESTIGATION** and acknowledges that all expressions relative thereto given by INVESTIGATOR are matters of his/her personal opinion only.

3. It is understood that CLIENT will accept the INVESTIGATORS report, either written or oral at the INVESTIGATORS option. CLIENT also acknowledges that INVESTIGATOR 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 INVESTIGATOR SHALL NOT BE HELD RESPONSIBLE FOR ANY RETENTION OF ANY EVIDENCE. All methods and persons contacted during the investigation will be considered confidential and only be released at the discretion of the INVESTIGATOR. All reports are not to be shared with third parties, unless specific written permission by INVESTIGATOR has been granted. This includes but is not limited to information relating to Social Security Numbers, Date of Birth, DMV records, addresses, phone numbers. CLIENT will accept facsimile, E-Mail reports and hold INVESTIGATOR harmless for inadvertent disclosure during transmission and receipt by CLIENT.

4. CLIENT agrees not to employ or engage other private investigators or agents of CLIENT without notifying INVESTIGATOR. Furthermore, CLIENT agrees to disclose to INVESTIGATOR all previous investigations or surveillance relative to the subject investigation prior to this firm's retainment. 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 INVESTIGATORS 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 effect investigation.

5. CLIENT agrees to indemnify and hold INVESTIGATOR harmless from any claims that may be asserted against INVESTIGATOR arising out of said investigation, including attorney's fees in defending INVESTIGATOR against said claims. Client empowers INVESTIGATOR to withhold any information including but not limited to reports if CLIENT is found to have withheld information that may in the INVESTIGATORS opinion be misused by the CLIENT.

6. CLIENT empowers INVESTIGATOR to initiate all levels of investigative procedures in said matter and all other appropriate steps deemed necessary by INVESTIGATOR for the assigned investigation including the use of additional investigators. CLIENT has advised investigator of any dangerous conditions involving the subject of the investigation, which includes, but is not limited to, violent behavior, threats, or weapons. Failure by client to advise INVESTIGATOR of above stated is grounds for termination of investigation by INVESTIGATOR and forfeiture of all retainer fees.

7. CLIENT acknowledges that if INVESTIGATOR is required to appear as a witness BY EITHER PARTY, etc. on any case originating or related to this case CLIENT will be responsible for the posted applicable firm fees and retainer deposits or INVESTIGATOR fees BEFORE the time of the scheduled appearance. CLIENT will be charged per firm fee schedule; however, CLIENT should anticipate fees changing from year to year. Note: All fees are calculated using one investigator. Client can anticipate, depending on circumstances of case and time frame involved, more than one investigator 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 INVESTIGATOR is given written or faxed confirmation of INVESTIGATORS dismissal.

9. Interest will be charged on any unpaid balance of fees and costs billed which are more than 30 days in arrears. The interest rate charged for late payments is 1.5 % per month. CLIENT agrees to accept oral reports and will give notice within 3 days of any disputed billing in writing, if not, 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 INVESTIGATOR takes action for failure to pay, the CLIENT hereby agrees to be held responsible for, but not limited to, INVESTIGATOR'S legal fees, costs 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 Judicial District, in the County of Los Angeles. CLIENT agrees to arbitration over dispute against INVESTIGATOR AT INVESTIGATOR 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 hours prior notice, or on Federal or State holidays will be billed doubled, unless otherwise agreed upon.

11. CLIENT agrees and acknowledges that for the purpose of fee determination, when INVESTIGATOR travels, time and mileage is charged from the time INVESTIGATOR leaves INVESTIGATOR'S office until he returns to said office (Portal to Portal).

12. INVESTIGATOR 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 INVESTIGATOR or CLIENT, unless in writing and signed by both parties.

13. INVESTIGATOR has the right to terminate or re-schedule any investigation.

14. Clients will have no interaction with any field INVESTIGATORS during ongoing investigations, nor shall they be in the area of the investigation, or interfere with INVESTIGATORS. This action will result in the immediate termination of the case and forfeiture of all retainer fees.

15. Clients agree to have reviewed and understood our fees provided to them by staff.

16. No investigative findings will be released to client if clients billing account is not current.

17. Failure to pay investigative fees as billed, shall allow INVESTIGATOR to disclose any attorney-client privileged communications. CLIENT acknowledges this and waives any attorney-client privileges for the purpose of investigators collecting unpaid fees. This agreement will supersede any agreement with any other parties in regards to confidentiality.

18. 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 costs if the client so desires to this verification process. Our trade secrets are NOT available to clients or their agents under any circumstances, including but not limited to any ongoing or past investigation. Due to privacy laws, reports are for OUR CLIENTS REVIEW ONLY, and may NOT be reproduced, copied, faxed, emailed or otherwise transmitted without specific written permission by the INVESTIGATOR.

Client has read and understood this "Retainer Agreement" and has Authorized Schubert Investigations to perform all services included on "Retainer Agreement" in accordance with fee schedule.

NOTE: Client must provide INVESTIGATOR 48 hours notice prior to cancellation of scheduled investigation; otherwise a minimum of 4 hours will be billed to client's account. All cancellation fees will be at the rate of \$125.00 (USD) per hour. CLIENT INITIALS: _____

INVESTIGATOR DOES NOT RETAIN REPORTS THAT ARE EVIDENCE AT END OF CASE. IT IS THE CLIENTS RESPONSIBILITY TO OBTAIN AND KEEP ALL REPORTS AND EVIDENCE. INVESTIGATOR DESTROYS REPORTS AND EVIDENCE IN HIS POSESSION AT THE END OF THE CASE. CLIENT acknowledges and agrees to the foregoing terms and conditions of said "Retainer Agreement" with INVESTIGATOR. 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. SCHUBERT INVESTIGATIONS is NOT responsible for the retention of evidence. CLIENT acknowledges fee schedule provided.

CLIENT SIGNATURE:

INVESTIGATOR / STAFF SIGNATURE:

CLIENT'S PRINTED NAME:

INVESTIGATOR / STAFF'S PRINTED NAME:

DATE: _____

DATE: _____

ANY ADDITIONAL AGREEMENTS OR INFORMATION:

CLIENT INITIALS: _____