



EXCELL
INVESTIGATIONS

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_____, Hereinafter referred to as “**CLIENT**” DOES hereby agree to retain the services of Excel Investigation, a private investigative agency, duly licensed under the laws of the state of California, which maintains its offices at 8105 East 2nd Street, Downey, CA, for the purpose of performing the following investigative work:

Client agrees to pay a retainer for services of Excel Investigations or its agents the sum of \$_____, the Hourly rate shall be \$_____ per hour, plus \$_____ per mile, plus actual costs and out-of-pocket expenses. In the event it becomes necessary for and investigator to testify at deposition or in court, **Excel Investigations** shall be compensated at the same hourly rate for such time, including such actual travel time with a minimum of 5 hours chargeable (unless agreed otherwise in the underline clause below).

In consideration of the forgoing terms, it is understood that **Excel Investigations shall use its best efforts to investigate the matters set forth and perform the services for which it is being retained. Excel shall explore all lawful means to assure the best performance and results and to do all necessary, appropriate or advisable in performing said services. Excel promises to provide all proof of services which may include any of the Following: (written reports, statements, video documentation, photographs, information services reports, etc....) to guarantee our thorough and sincere efforts. Excel promise to provide a detailed invoice that outlines all expenses or your money back guarantee...!** It is understood results cannot be guaranteed, compensation to Excel Investigation shall not be based on results.

In the Event that Excel Investigation is unable or unsuccessful to obtain any information or unable to provide proof of service a complete refund will be issued. However out-of-pocket expenses, travel time and information service costs shall not be refunded.

Excel Investigations agrees to conduct this investigation with due diligence to protect the interests of CLIENT, and agrees that whatever confidential information is obtained while conducting the investigation, will only be given to CLIENT and further agrees to restrict the dissemination of said findings to any third party.

No service shall be rendered by Excel Investigations to CLIENT until such time as the retainer has been paid and this retainer agreement signed. A copy or fax of the retainer agreement will be valid as an original.

Any amounts or expenses incurred above the retainer fee of \$_____ shall be due payable immediately upon notice. In the event of default in payment of sums due hereunder and if the agreement is placed in the hand

of an attorney at law, small claims, or collection including time spent in court, at the same rate per hour agreed. This includes but not limited to any reasonable attorney's fees. Payments arriving after the due date will be considered late and a service charge of 1.5% per month (compounded monthly) of the balance due will be charged to the client. Client consents to collection jurisdiction in the state, or county of Excel Investigation's Choice.

Excel Investigations reserves the right to obtain a current credit report upon receipt of this retainer agreement and subsequently for the purpose of an update or renewal of credit.

Excel Investigations reserves the right to withhold the release of any information which it develops during the course of the investigation in the event the CLIENT has failed to pay for services rendered and costs incurred.

In the event the CLIENT chooses to pay for services with a visa, MasterCard, pay pal or any other form of charge CLIENT agrees not to dispute any charge with the understanding that this service is simply an attempt to gather information in the said Investigation and that results can never be guaranteed.

In the event that CLIENT terminates this agreement, CLIENT agrees that the retainer paid to Excel Investigation shall remain the property of Excel investigation and shall be forfeited by CLIENT. CLIENT further agrees to pay promptly in full all fees for additional services, expenses, mileage or other costs, which exceed the amount of the retainer. Any balance of retainer not used by CLIENT will be applied to future investigations required b the client for a period of five years.

Excel Investigations does not warrant or guarantee the accuracy or completeness of any information used in the preparation of its reports, CLIENT further agrees to defend, indemnify and hold EXCEL INVESTIGATIONS and/or its agents, associates, and employees harmless from any and all action, courses of action, claims, damages and demands of whatever type arising directly or indirectly from the services EXCEL INVESTIGATIONS are being retained to perform pursuant to this agreement.

This agreement shall be construed in accordance with the laws of the state of California. If any portion of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect. There are no other agreements, express, implied, written, oral or otherwise, except as expressly set forth herein. This Agreement may only by modified in writing signed by both parties.

Dated: _____ **CLIENT:**

Dated: _____ **Excel Investigations:**

