

**Scott Frank Investigations**

**AGREEMENT FOR PROFESSIONAL SERVICES**

I, we, the undersigned, do hereby agree to employ the services of:

Scott Frank Investigations

hereby also known as Agency, and:

Client Name \_\_\_\_\_ hereafter known as client.

Scott Frank has a Private Investigator's Agency issued by the Louisiana State Board of Private Investigator Examiners, whose office is located in Lafayette, Louisiana.

Both parties agree that for the purposes of Legal Venue, this agreement is made in the State of Louisiana, Lafayette Parish and that the laws of the jurisdiction will apply in all as they relate to the interpretation of this agreement.

Agency offers all types of investigative services, including, but not limited to surveillance, background investigations, mystery shopper, database research, people locates and insurance industry related investigations. Client retains Agency to conduct an investigation specifically explained below:

As such, Client agrees that Agency is empowered to perform said services for Client and to do all things necessary, appropriate or advisable in performing said services. No illegal, immoral or unethical services will be knowingly provided by Agency. Client certifies that he/she is not knowingly requesting illegal, immoral, or unethical services. Agency agrees to conduct the investigation with due diligence to protect the interests to the best of their ability.

Client Initial's \_\_\_\_\_

Neither Agency, nor their employees or agents make any warranties or guarantees regarding the success of the investigation, research or other matters of question. Agency does warrant that all work and research fees that are billed will be performed and that no charges will be made for work that is not performed. Agency Charges a four-hour minimum for each time they go to do surveillance on a job.

It is agreed and understood that the Client shall be solely responsible for the compensation to Agency at the hourly rate of \$ \_\_\_\_\_ per investigator, plus mileage at the rate of \$.75 per mile and reasonable out of pocket expenses arising from the investigation. One (1) hour will be billed for every eight (8) hours of investigation or surveillance to produce a report.

The taking of depositions and court ordered testimony shall be considered part of the investigation and Client agrees to pay an hourly rate of \$ \_\_\_\_\_ for each hour in court or on standby per investigator with a minimum payment of \$800.00 per investigator, per day. In addition, Client also agrees to pay per investigator, per day for mileage at \$.75 per mile and reasonable fees associated with Agency's travel to testify.

Client agrees to pay a Non-Refundable Retainer for the services of the Agency or their Agents in the amount of \$ \_\_\_\_\_. The hourly rate shall be \$ \_\_\_\_\_ per hour, plus \$.75 per mile, plus actual costs and expenses for each Agent authorized by Agency to work on their behalf. Number of Agents authorized for this assignment is **one**. The hourly rate plus costs and expenses will be deducted from the retainer.

Client agrees that any amounts or expenses accrued above the retainer fee of \$ \_\_\_\_\_ shall be due and payable immediately upon notice. All monies not paid in full as agreed will be subject to a 1.5 percent interest charge per month on any unpaid portion for each and every month the balance remains unpaid. Client agrees to pay for all collection costs and reasonable attorney fees.

This agreement is valid for the duration of the investigation, or until such time as it is cancelled by either party by written notice to terminate the agreement. No termination shall prejudice Agency's right to recover payment for services rendered prior to the termination of this agreement.

Client agrees to indemnify and hold Agency and/or its agents and employees from any and all actions, causes for actions, claims, damages and demands of whatever type arising directly or indirectly from this investigation, except for those arising from the Agencies intentional and wrongful acts.

Client Initial's \_\_\_\_\_

Agency acknowledges that in the course and scope of this investigation that it shall have access to confidential and proprietary information of the Client and agrees not to disclose any information without prior consent. Client agrees that they will keep any information regarding the practices and procedures of the Agency as confidential and not to discuss these outside of the scope of this agreement.

Client attests that they have not misrepresented themselves, company, organization or their purpose for requesting the services that Agency provides. Client understands that misrepresentations in this agreement may result in civil or criminal action against the Client and/or their organization. Client agrees that visitation to the Agency website, or the placing of a request for services is not for the purpose of entrapment, sting operations nor pursuit of the Agency in any manner. Agency reserves the right to refuse service to the client for security, safety, unlawful, immoral or unethical reasons.

Search reports are performed strictly by the information provided on the subject by the Client. Any errors in spelling or numbering sequences can occur and result in wrong information on the subject. Agency uses data that is provided by different private sources, computer systems, public records, government open records that also may contain confidential source information. Agency cannot be held liable for inaccuracies contained within public record information or databases accessed. Use of this information may be subject to the Fair Credit Reporting Act and other applicable laws, of which the Client assumes full responsibility for the release of any information contained in any report or correspondence provided by Agency.

Agency agrees not to knowingly divulge information regarding this investigation to anyone, other than the Client, or to such person that the Client may direct, or as may be required by law. Client hereby authorizes Agency to communicate with their legal representative.

This agreement is binding for the benefit of and upon the parties hereto, their heirs, assigns, legal representatives and successors. If any portion of this agreement is held to be invalid, then the remainder shall retain its full force and effect. This agreement does not become valid until such time that it is accepted by both the Client and Agency.

This being our agreement, I hereby authorize this investigation and agree to the terms and conditions listed herein. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Client:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

Client Initial's \_\_\_\_\_

Scott Frank Investigations identified as Agency in this agreement agrees to conduct the investigation.

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Scott Frank Investigations

Client Initial's \_\_\_\_\_