



performed with less than 24 hours notice will have a \$20 per hour rush service attached. The hourly rate begins upon departure from the Agency office and terminates upon return to the Agency office. The hourly rate shall be billed against a retainer of 50% of the total amount of services authorized. Continuous travel time in excess of one hour that does not include specific investigative services shall be paid at the reduced rate of \$\_\_\_\_\_ per hour per investigator. If any agent of The Atlantis Group Worldwide Inc. is called as a witness for deposition or Court, the cost will be a minimum of \$\_\_\_\_\_ per hour per investigator for testimony time plus the standard travel rate and mileage reimbursement. If the court appearance (not including travel time) or deposition requires more than 4 hours' time, the Client will be charged the standard hourly and mileage rate set forth above.

A maximum limitation of fees and expenses is authorized by the Client in the amount of \$ \_\_\_\_\_. The Agency will not exceed this limitation unless written or verbal authorization is received from the Client.

Client initials: \_\_\_\_\_

## **2. Agreement to Pay**

Any amounts or expenses that exceed the retainer fee above shall be due and payable immediately upon notice. In all cases, payment will be due and payable within 30 days of invoice date. Any payment not received within 30 days of notice shall be considered past due and in default. For past due amounts, 10% of the balance will be added for each 1 week (7 day) period that payment is late. Payment is considered received when it reaches the Agency office, not when it is postmarked. In the event of default in payment of sums due and if the agreement is placed in the hands of any attorney at law for collection or a collection Agency, Client agrees to pay all costs of collection including but not limited to the attorney's fee

By entering upon this contract, I hereby authorize the Agency to charge the Client credit card as many times as is necessary to reach in-full payment for any balance existing after the 30 day due date, plus 3% of the balance charged for the cost of credit processing.

Client initials: \_\_\_\_\_

## **3. Performance**

The Agency agrees to make a full oral report to the Client following each stage of the investigation or as reasonably requested. At that time, Client also may request and receive a statement of services and monies due. Written reports will be submitted at the request of the Client with the understanding that the time spent preparing a written report will be billed at the hourly rate set forth in paragraph 1. Written reports and other evidence including but not limited to any video and photographic materials will not be submitted until the Agency has received payment in full.

Client initials: \_\_\_\_\_

#### **4. Results and Confidentiality**

The Atlantis Group Worldwide Inc. does not warrant the completeness, accuracy or adequacy of any information received from any third party, including, but not limited to database sources, professional information gatherers or brokers, other licensed private investigators who are not regular employees of the Agency, agents, informants and witnesses, unless the information is a certified copy of a government document, transcript or record source. In consideration of the forgoing terms and conditions, the Client understands that The Atlantis Group Worldwide, Inc. shall use its best efforts to investigate the matter set forth above. **No specific results are guaranteed or promised.** The Client hereby agrees to allow said Agency to conduct the investigation at its sole discretion via any lawful means it deems appropriate, including the utilization of multiple investigators and electronic investigative resources at any time. Any interference by the Client in this investigation or any misrepresentation of information made to the Agency will render this contract null and void. Any report, oral or written, or electronically produced that is submitted to the Client by the Agency is deemed confidential and intended for the sole and exclusive use of the retaining Client or the Client's legal counsel. It may not be duplicated or distributed in any way without the express written consent of the Agency. Any information supplied by the Agency is intended for legal and lawful use only. It is the obligation of the Client to advise the Agency of any and all court orders including orders of protection that may or may not pertain to the investigation to be conducted. The Agency will not do any research to determine the existence of such orders. If there are any court orders known to the Client and not disclosed to the Agency and such failure causes the Agency to incur legal costs or use of time, these will be paid by the Client. Agency legal council will be determined by the Agency.

Client initials: \_\_\_\_\_

#### **5. Non-Compete Clause**

It is also agreed by the Client that any and all investigators, forensic experts, outside contractors and all employees of the Agency cannot be hired, contracted, or retained to provide services offered by the Agency to the Client for the period of two (2) years from the date of this agreement. If any of the above mentioned persons are retained by the Client, said Client will compensate the Agency at a rate of \$ \_\_\_\_\_ per hour per investigator for service contracted. The Client agrees to share all materials, including invoices, related to any investigation that is suspected to have employed Agency employees or contractors if requested by The Atlantis Group Worldwide Inc. for audit purposes.

Client initials: \_\_\_\_\_

**The Client is hereby notified that the Agency will contact the appropriate legal authorities if, in the opinion of the Agency, the information acquired is used or may be used in any unlawful manner. Further, any illegal use of any information provided by the Agency will constitute a waiver of confidentiality and be subject to a full report to legal authorities.**

I/We, Our/My heirs, beneficiaries, devisees, legates, administrators and assigns further agree to indemnify and hold harmless The Atlantis Group Worldwide Inc. and/or its agents, subcontractors, and employees from any and all actions, causes of actions, claims, damages, and demands of whatever type arising directly or indirectly from their investigation which I have requested above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by

Client:

\_\_\_\_\_

(Printed name)

Signature:

\_\_\_\_\_

Address:

\_\_\_\_\_

SSN: \_\_\_\_\_ Driver's License or State ID #: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Representative of The Atlantis Group Worldwide, Inc.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_