



## REEL SOLUTIONS GROUP, LLC PRIVATE INVESTIGATIVE SERVICE AGREEMENT

NCPPSB BPN# 008304P10

1. This agreement is made on \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ of City \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_, herein referred to as (CLIENT). and REEL Solutions Group Investigations (AGENCY). CLIENT hereby hires AGENCY and AGENCY agrees to render its professional services to CLIENT upon the following terms and conditions:

a. **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.

b. **SCOPE OF INVESTIGATION:** In consideration of the agreements made herein, AGENCY will conduct investigative activities consisting of: \_\_\_\_\_

\_\_\_\_\_ for  
the limited purpose of: \_\_\_\_\_

2. Said investigative activities will begin on or about \_\_\_\_\_, 20\_\_ and continues for a period of \_\_\_ days.

3. The CLIENT will pay a retainer of \$ 600.00 to the AGENCY to serve as an initial retainer to specifically commence investigation on \_\_\_\_\_, 20\_\_. Should the retainer be insufficient, CLIENT agrees to promptly pay the AGENCY the additional amount in full upon receipt of an invoice. (\$105.00 Nonrefundable plus any incurred expenses once cases file is opened)

4. The AGENCY agrees to conduct investigative and case administrative activities, chargeable against the retainer at \$ 80.00 per hour after deducting necessary, actual and reasonable expenses, to include vehicle mileage charges of \$ 0.54 per mile per vehicle and other expenses required for the investigation and report. AGENCY agrees to notify CLIENT when 75% of the retainer as posted is exhausted. AGENCY will cease 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. Upon reaching a chargeable amount equal to the retainer and any additional funds deposited, the AGENCY, unless otherwise authorized herein by the CLIENT, will within 15 days, furnish to the CLIENT a detailed invoice reporting all charges and expenses.

5. The CLIENT agrees to all terms, fees and expenses outline in “*Section B of the Service Agreement Terms and Conditions*” to include any non-investigative activities of AGENCY employees performed while executing the CLIENTS case and the above SOW. Applicable expenses may include meetings, conferences and court appearances.
6. The CLIENT assumes responsibility to provide accurate information concerning the investigation. The AGENCY is not responsible for unproductive investigative time resulting from inaccurate information supplied by the CLIENT.
  - a. CLIENT must inform and supply AGENCY with copies of all relevant documents to include court orders, i.e. restraining order, domestic protective orders, etc. Failure to notify AGENCY or provide said information will result in court/legal actions and termination of service to include forfeiture of any funds necessary for the AGENCY expense.
  - b. CLIENT must provide AGENCY with all information with respect to past or present known criminal activities or civil litigations by CLIENT or any individual known to be associated with the case.
7. The AGENCY agrees that its representatives will maintain reasonable communications with the CLIENT during the period of the investigation. The CLIENT agrees that meetings and conversations with AGENCY representatives may be billed to the CLIENT at the rate of \$ 80.00 per hour.
8. Unless waived herein by the CLIENT, the AGENCY agrees to provide, within 15 days of conclusion of the investigation services contracted herein, a written report accurately detailing the hours worked, activities fully accounting for time charged, and results of the investigation.
9. \_\_\_\_\_ (CLIENT’S initials) The CLIENT waives the right to receive a Detail Report of Investigation. (See Terms and Conditions “Report Writing Fees”)
10. CLIENT specifically acknowledges that AGENCY/Investigators have not made any promises or guarantees of any kind concerning the prospects of success, the outcome or the results of this matter.
11. CLIENT acknowledges that he/she has had sufficient time to review this agreement and the attached terms and conditions with any persons of his/her choice. Each party acknowledges that there has been the sufficient exchange of adequate consideration for entry into this agreement. Each party acknowledges that all terms and conditions shall be construed and governed by the laws of the State of North Carolina.
12. CLIENT voluntarily executes this agreement intending to be bound hereby in all respects to this agreement and the attached Terms and Conditions.

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(CLIENT)

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

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(R.E.E.L. Solutions Group-Investigations)



# REEL- SOLUTIONS GROUP, LLC

## PRIVATE INVESTIGATIVE SERVICE AGREEMENT

### TERMS AND CONDITIONS

**NCPPSB BPN# 008304P10**

#### **SECTION A – General Provisions**

1) By submitting a case intake form, accepting terms of services, making payment for services, or otherwise engaging R.E.E.L-Solutions Group, LLC (Agency) you or your agent on your behalf (Client) agree to the following terms and shall be legally bound to this service contract.

#### **2) Licensing & Regulatory Authority:**

1. R.E.E.L- Solutions Group, LLC holds a Private Investigator's Business License issued by the North Carolina Private Protective Service Board.
2. Both parties agree that for the purposes of Legal Venue, this agreement is made in the State of North Carolina, in the County of Wake and that the laws of that jurisdiction will apply in all matters as they relate to the interpretation of this agreement.

#### **3) Requested Services:**

1. CLIENT retains AGENCY to investigate items specifically explained in the Case Intake/Assignment Form.
2. CLIENT agrees to all fees and costs hereinafter incurred because of that investigation.
3. As such, CLIENT agrees that AGENCY is empowered to perform said services below for and on behalf of CLIENT, and to do all things necessary, appropriate, and/or advisable in performing said services for and in the best interests of CLIENT.
4. Services to Be Provided: AGENCY offers several types of investigative services, including but not limited to surveillance, investigative research, interviews, background investigations (pre-employment and tenant screening), covert surveillance, people locates, internet & social media, as well as electronic surveillance countermeasures. No illegal or unethical services will be knowingly provided by AGENCY. CLIENT certifies that he is not requesting illegal services. AGENCY reserves the right to decline or terminate without 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 state and federal laws, regulations and best practices.

#### **4) Due Diligence:**

1. AGENCY agrees to conduct the investigation with due diligence to protect the interests of the CLIENT and to the best of the AGENCY'S ability. All expressions made relative thereto are matters of AGENCY's opinion only.
2. No Warranties or Guaranties: Neither AGENCY nor its employees or agents have made any warranties or guaranties as to the success of the investigation, research or other matters of question. Due to the nature of investigative work, no warranties or guaranties can be given as to the success or quality of the results achieved. CLIENT understands that surveillance and investigations by their nature are limited by time, resources and circumstances. The information obtained may not be that which is desired or in the favor of the CLIENT.
3. CLIENT states and affirms that any evidence, information, materials, media, computers, other related items etc. provided to the AGENCY in conjunction with this matter were lawfully obtained and the CLIENT is the legal owner or guardian with the authority to provide any such evidence, documents, information, items etc. to the AGENCY.

#### **5) Work Product:**

1. AGENCY will generate reports of the investigation in a timely manner given the CLIENT's account is not in arrears. The CLIENT will be supplied with supporting documentation and/or material as it becomes available. Every reasonable effort will be made to ensure that the quality of the information will be accurate.
2. Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the written report is released to the CLIENT as well as copies of documents, pictures, video and similar materials. AGENCY reserves the right to withhold all reports and/or evidence pending payment in full and bank clearance thereof. AGENCY is not responsible for any damages or negative effects from reports and/or evidence being withheld due to the CLIENT's failure to meet the above mutually agreed upon conditions.
3. CLIENT understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken 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. 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 required to be surrendered in court as evidence. Copies for the CLIENT's review will be made at the CLIENT's request.

## **SECTION B – FEES AND EXPENSES**

**1) Service Payments:** The CLIENT agrees to pay AGENCY for its time, materials and service fees as follows:

1. Work is typically performed under a retainer in which funds in the amount of the retainer is placed in trust with AGENCY and hold the retainer as pre-payment for work to be done under this agreement. Once retainer funds are depleted all casework will cease until retainer is replenished by CLIENT to continue the investigation.
2. Portion of the retainers are non-refundable once an intake case is open.
3. Minimum billing time will be incurred on all cases where the assignment is canceled prior to the work being initiated, but after the agreement has been executed. The agreement is considered executed when signed by both parties OR if only a case submission form has been submitted and AGENCY agrees to accept the case with specific rates and costs being mutually agreed upon by all parties.
4. In situations where the investigation has been initiated but canceled prior to the first billing period being completed, the assignment will be billed in its entirety for that billing period.

a) If a CLIENT has requested a continued investigation or surveillance and then cancels the assignment for a given date & time without twenty-four (24) hours prior notice & agency acknowledgement, the minimum billing time shall be charged to the CLIENT.

b) All time & billing calculations are calculated per man hour as mutually agreed upon by all parties, and multiplied times the scheduled number of investigators per hour. The smallest partial hourly increment shall be a ¼ hour. The following minimum fee shall be charged once a case intake form is processed and shall be deducted from the retainer: \$105.00.

**2) Retainer Amount:** The retainer amount of this assignment is \$\_\_\_\_\_, determined by agreement and received by Agency in advance.

1. Service will not be initiated until, at the option of AGENCY, a retainer check has been determined to have sufficient funding, or an open account has been established to cover the cost of the investigation.

### **3) Fees:**

1. Hourly Rate for the Primary Investigator on your case is \$80 per man hour for time spent for any assignment related meetings, telephone conferences, travel time, case and/or trial preparation or expenses not specified above. Time and travel are calculated from our office unless otherwise stipulated. State and local taxes if applicable are calculated and charged based upon where the work is

performed and not where the client is located. Twenty-Four (24) hours' notice is required for any changes in scheduled work without fees being assessed as described above.

2. Additional Investigators that may be authorized in your investigation will be billed at the hourly rate of \$80 per man-hour.
3. Court time or time spent on standby as defined below is billed at **\$150** per man hour and must be paid in advance prior to appearance.
4. Mileage fees of \$0.54 per mile will be charged for each mile driven during the investigation and may be adjusted based on current GSA rates.
5. Additional fees for expenses authorized by the CLIENT will be made at either exact costs or flat rates based upon a fair and reasonable charge for travel costs, supplies, documents, copies, and other material and equipment approved by the CLIENT.

**4) Telephone Fees:** AGENCY will agree to consult with CLIENT free of charge for a maximum of 15 minutes per day during normal business hours. All calls more than this amount and outside of normal business hours are billable in 15-minute increments at the normal hourly rate.

**5) Report Writing Fees:** One (1) hour report writing will be billed to the investigation for each report submitted or for every six (6) hours of Investigation, Research or Surveillance, whichever time is greater.

**6) Photography, Videotape, Tape Review & Copy Charges:** Charges to review Surveillance Tapes will be made at the rate of \$80 per hour. Client will be provided electronic copies of all images, video, or other data collected. Client may reproduce at its own risk.

**7) Court Appearances:** CLIENT agrees to pay AGENCY the fee set above for time spent in Court at the request of CLIENT, CLIENT's Attorney, Subpoena, Court, or Governmental Agency due to this investigation. Standby time is defined as any time scheduled (set aside) for court, spent waiting and/or traveling to/from court so that the investigator is immediately available and accessible for the court.

## **SECTION C – PERIOD OF SERVICE**

**1) Period of Service:** This agreement is valid for the duration of the investigation or until it is canceled by either party by written notice to terminate the agreement. No termination shall prejudice AGENCY rights to collect payment for services completed prior to the termination of this agreement.

**2) Accommodations Required:** AGENCY will make every effort to accommodate CLIENT's needs and preferences, subject to existing legal and contractual obligations.

**3) Responsibility to Cooperate:** All parties agree to timely actions and produce information and documents as is reasonably necessary to carry out the scope of this agreement. CLIENT's and/or their representatives are not allowed to accompany AGENCY investigators during an investigation. Unauthorized CLIENT participation will result in a forfeiture of retainer and closure of the investigation.

## **SECTION D – CONFIDENTIAL INFORMATION**

**1) Access to and protection of CLIENT's Confidential Information:** AGENCY acknowledges that during this agreement it shall have access to confidential and proprietary information of the CLIENT and agrees not to disclose any information without prior consent of Client or by Court Order.

**2) Indemnification of AGENCY from CLIENT Provided Information:** CLIENT agrees to indemnify and hold AGENCY harmless against all claims arising out of or related to any information, which the CLIENT provides to AGENCY prior to or during the Services provided.

**3) Indemnification of AGENCY from its Services or Information Provided:** CLIENT agrees to indemnify and hold AGENCY harmless against all claims arising out of or related to the services of AGENCY

or information provided by AGENCY herein EXCEPT for those arising from AGENCY's Intentional and Wrongful acts.

1. CLIENT agrees that because of becoming a CLIENT of AGENCY, "Certain Information" as it relates to the practices and procedures of AGENCY may become known and that CLIENT specifically agrees that they will hold any such information as confidential, not to be discussed with anyone outside the scope of this agreement.
2. CLIENT acknowledges that the investigation will be or could be greatly damaged if the subject(s) of this investigation were to become aware of the activities of AGENCY relative to the research and surveillance in progress and therefore agrees to keep our relationship confidential always during the investigation.

**4) Accuracy of Information Sources:** 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 incorrect 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 and no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any purpose. If the information reported is not "Original Source" information, it is strongly recommended that any information gathered is cross referenced with "Original Source" information.

**5) 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. 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).

**6) CLIENT Misrepresentation:** CLIENT attests that he/she has not misrepresented him/herself 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 as well as forfeiture of all monies paid to AGENCY. AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical or immoral reasons. CLIENT will forfeit all funds that may have been paid to the AGENCY pertaining to this case if any information is discovered, by the sole determination of the AGENCY, to be false, misleading, or compromising the ethical and/or legal obligations of the AGENCY or if it is learned that the investigation is in support of an illegal activity.

## **SECTION E – OTHER PROVISIONS**

**1) Entire Agreement, Modification & Assignment:** This instrument constitutes the sole and entire agreement between the parties except where modified in writing, signed by both parties and attached as part of this agreement. CLIENT agrees that AGENCY may assign this agreement to a sub-contractor in part or whole to complete this assignment, but always, AGENCY will continue to meet the terms and conditions of this agreement.

**2) Binding Effect & Terminology:** This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology, the context may require 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.

**3) AGENCY Expertise:** AGENCY is not a law office and therefore does not provide legal advice, nor does it provide financial, insurance or personal counseling services. Any opinions expressed during CLIENT conferences are based upon prior experiences and knowledge and do not constitute, reflect, or guarantee

future outcomes or results. CLIENT is encouraged and advised to seek expert and professional advice in these areas.

**4) Crime Policy:** If at any time the Agency feels that there is a probability that a criminal act will take place in the future or discovers any evidence that a crime has been committed by the client or anyone related to the course of this investigation it will be reported to the proper authorities and may result in this contract being terminated and any monies owed become immediately due, and or all Retainer funds are forfeited and no refund for services will be offered.

**ACCEPTANCE:**

**CLIENT has had the opportunity to read the terms and conditions of 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. I further represent and affirm that I am authorized to order this investigation and financially contract for this assignment. I also understand that my knowingly supplying false or misleading information may result in my case being rejected and/or terminated. I will forfeit 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.**

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(Client)

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(R.E.E.L. Solutions Group-Investigations)