

Agreement For Professional Investigative Services

I, we, by agreement, do hereby employ the services of

1st American Investigations LLC

A private investigative agency duly licensed and bonded under the laws of the states of Arizona, Illinois, Indiana, Iowa, and Michigan solely for the purpose of attempting to: Provide Investigative Services. It is agreed and understood that I, we, shall be solely responsible for the compensation to said investigative agency at the amortized hourly rate of \$ 125.00 per investigator with a mandatory four hour minimum. Under no circumstances will any surveillance ever be conducted on the same day as agreed upon between the company and the client. All investigations/surveillance deemed, by the client, mandatory to be conducted on a holiday, holiday observed, or between the hours of Friday 6:00 p.m. (Central time) to Monday 6:00 a.m. (Central time) shall be paid at a rate of 1 1/2 times (time and a half) the normal rate for service. Any RUSH service (investigation/surveillance), which is described as an investigation/surveillance that must be started and/or completed within 72 hours will be considered to be an emergency and will be given priority over all other service. All emergency services (investigation/surveillance) will be subject to a different rate structure. All emergency services (investigation/surveillance) shall be conducted at the amortized hourly rate of \$ 250.00 per investigator with a mandatory four hour minimum. No additional out of pocket expenses (ex: mileage, administration/document retrieval fees, film and developing expenses) incurred during or arising from the investigation. The taking of depositions and court ordered testimony shall be considered part of the investigation and payable at rate of \$300.00 per hour per investigator with an eight hour daily service rate for testimony, provided there is a one week pre paid advanced notice. RUSH court testimony (under 7 day notice) shall be paid at a rate of \$500.00 per hour, per investigator. Applicable rates include all preparation and file review. I, we, understand the applicable fee is an appearance fee for court. As, there is no guarantee to the outcome of court testimony.

Any amounts or expenses incurred above shall be due and payable immediately upon reasonable notice. In the event of default in payment of sums due hereunder and if the agreement is placed in the hands of an attorney at law for collection, I, we, agree to pay all costs of collection including but not limited to a reasonable attorney's fee.

In consideration of the foregoing terms and conditions, I, we, understand that said agency shall under its best efforts, investigate the matter set forth above, as I, we, understand that **1st American Investigations** are EXPERTS in their craft. I, we, agree that: I, we, will assume any and all liability if I, we, make any changes to this contract beyond the recommendations provided by **1st American Investigations**.

I, we, hereby agree to allow said investigative agency to conduct the investigation at its sole discretion via any lawful means it deems to be appropriate.

I, we, agree that the information provided to the client by **1st American Investigations** will only be used for it's intended purpose in accordance to the F.O.I.A. (Freedom of Information Act) and meets one of the following GLBA and DPPA regulations: To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. For required institutional risk control or for resolving consumer disputes or inquiries due to holding a legal beneficial interest relating to the subject. As necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes or for the following purposes related to the consumer's insurance: reporting, investigating, fraud prevention, premium payment processing, benefit administration or research projects.

I, we, our, my heirs, beneficiaries, devisees, legatees, administrators and assigns further agree to indemnify and hold harmless said investigative 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 the investigation which I, we, have requested above.

If any portion of this agreement is held to be invalid, then the remainder shall still retain its full force and affect.

I, we, understand that at no time shall **1st American Investigations** or any employees/representatives there of; be held accountable for any information obtained via third party. Any guarantee and/or warranty of service and/or products obtained via third party will be covered by said party. Furthermore, **1st American Investigations**, employees or representatives there of; will not be held accountable for any misuse or misrepresentation caused by or due to the negligence of its clients.

I, we, agree that any and all violations, such as, traffic/parking tickets, i.e.: Red Light Enforced, Speeding, or other related violations, including applicable court fees, will be reimbursed to **1st American Investigations** and/or it's investigators. Provided that the violations were in conjunction with our investigation, such as; to keep sight of the subject during mobile surveillance, or other techniques which may be used. Also any fees for parking will be reimbursed. Requests for reimbursements may be 3 to 6 months after completion of case. All payments for such delayed invoicing will be paid immediately upon receipt, as such invoice shall be treated as Past Due.

I, we, agree that upon completion of said investigation, **1st American Investigations** will provide myself, us, with information of the said investigation which may include but not guaranteed: a written report, surveillance video and or photographs, documents, and invoicing. I, we, further agree that the invoice provided to us by **1st American Investigations** will be paid upon receipt. I, we, understand that any cancelation or request to discontinue services requested shall be agreed upon between both parties and a timely notice shall be given. I, we, agree that ALL monies retained by **1st American Investigations** shall not be returned for actual hours worked. Any cancelation of service shall result in my forfeiture of my retainer.

All of our services are provided through manual and physical labor and are charged at the hourly rate of \$125.00 per hour.

We believe each and every case is unique, and no two cases are exactly the same. These prices should only be used as a guide and are subject to change due to the nature of the case. In order for us to better assist you, your specific needs and goals should be discussed in detail with an Investigator. Please call for a free confidential consultation prior to any investigation so we may better assist you and your needs.

All prices for process service will be \$125.00 pre-paid. No additional fee is added for mileage or additional attempts.

The above fee represents only one service at specified address. If more than one service is made at the same address an additional \$25.00 should be added for each individual to be served. Three attempts will be made at each address at no additional cost. Fees are based on cost of labor not execution of service. For emergency/short date papers (10 days or less) an additional \$50.00 should be added for each and every service. There are no additional charges for mileage. The client will be responsible to pay for parking on all papers served and attempted within Chicago's Downtown Loop area for each and every attempt. Client will reimburse the server for all violations received via photo enforced cameras. Please call to ask about our rates for our Specialty Guarantee Service. **1st American Investigative Agency** is licensed under the State of Illinois Private Detective Act. ILCS 720.5. License number 117-001385

An additional \$50.00 per day for each investigator will be added for all RUSH assignments

ALL CANCELATIONS ARE SUBJECT TO A 10% CANCELTION FEE

Please visit us on the web at: www.1stAIA.com