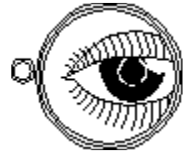


# • AAA • Carolinas Detective Agency, Inc.



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Charlotte, NC 28203

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**CONFIDENTIAL**

## CONTRACT AND RETAINER AGREEMENT

**State of South Carolina**  
**State of North Carolina**

**County of** \_\_\_\_\_  
**County of** \_\_\_\_\_

I. This agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Client" and AAA Carolinas Detective Agency, Inc., hereinafter referred to as "Company."

The Company agrees to perform investigative related services for Client, Client's attorney or other agent as designated by Client in exchange for the fees as set forth below:

Therefore, in consideration of the mutual promises and agreements herein contained, the Client and the Company do hereby agree, covenant and contract as follows.

- II. Client shall place \$\_\_\_\_\_ dollars in the possession of the Company to serve as an initial NON-refundable retainer to commence investigation. Client understands that if the investigation has already been initiated that all fees and expenses incurred will be deducted from the retainer. Should the retainer be insufficient, Client agrees to promptly pay the Company the additional amount in full upon receipt of an invoice. Client understands and agrees that a monthly interest charge of 1.5% will be applied to any unpaid balance over 30 days past due. If Client interferes with the investigation in any way, investigation shall cease and all monies paid shall be forfeited to the company.
- III. Client agrees and understands that when 80% of the retainer as posted is exhausted, said party will promptly pay the Company such additional funds the Company deems necessary to continue the investigation.
- IV. Additional billings for more funds needed over the initial retainer, will be billed automatically to the on file credit card. The client will be mailed a receipt for this credit card billing, or with the final report, as needed by the company, to finalize the client's investigation, at the company's discretion.
- V. Client agrees to compensate the Company in the amount of \$\_\_\_\_\_ dollars per hour for the first investigator and \$\_\_\_\_\_ dollars per hour for each additional investigator.
- VI. Client understands and agrees to compensate the Company at the rate of \$75.00 per hour for administrative fees relating to document drafting.
- VII. All email, reports, telephone calls, and verbal updates to the client or attorney are billed at \$75.00 per hour and or hourly increment used by the investigator or company.
- VIII. Client understands and agrees to reimburse the Company at the rate of \$.50 per mile for each vehicle used during the course of the investigation.
- IX. Client agrees to pay all fees and expenses incurred by the Company or agent(s) of, which are deemed necessary to carry put the investigation. Expenses include but are not limited to lodging, meals, admission fees, parking, photographic film and processing, long distance telephone charges, public transportation, and confidential source fees.

- X. Client agrees to compensate the Company at the agreed upon rates for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. This to be billed to Client, after appearance in court, at our standard rate. Hourly rate applies for all standby court time, pending any court appearance, if requested by attorney and or client. This applies to the court house or awaiting a call to appear from any location.
- XI. The Company agrees to submit expenses incurred and written reports of the results of the investigation as it deems necessary and to further advise Client, Client's attorney or agent, upon request, verbally of the status of the investigation.
- XII. Client understands and agrees that the techniques, methods and selection of investigative services shall be at the exclusive direction of the Company, any interference by Client during investigation shall void this agreement, and all monies paid will be forfeited to Company.
- XIII. Client understands that the Company does not guarantee results of the investigation and that all information and events will be reported factually as found.
- XIV. This contract may be terminated by either party upon delivery of written notice to the other party.
- XV. Any scheduled investigation time that is cancelled and or changed by the client for any reason is fully billed and deducted from the client's retainer. No exceptions.
- XVI. If Company has to go to small claims court to collect any balance owed, Client will pay all costs, attorney fees, and \$100.00 per hour. Rate to locate client/collect balance plus expenses/court time for any company agent's time in court. Our client confesses to any final amount owed to the company via an automatic confession of judgment, meaning that the company does not have to prove any remaining debt or balance owned to the company in any court of law, in addition to attorney fees, court costs, filing fees.
- XVII. Client authorizes Company to process payment electronically.
- XVIII. GPS rental - \$50.00 per day, for GPS equipment usage; \$1,000.00 deposit, refundable less daily usage, in advance, in addition to any PAID retainer. The Company is not responsible for any GPS equipment failure and or loss of the GPS equipment. Client holds the company and its agents harmless from any GPS usage.

**LIMITATION OF LIABILITY**

The entire agreement of both parties is expressed in this document and no verbal understandings, agreements or other documents shall alter, modify or change the terms of this contract. Client agrees to and shall indemnify and save harmless the Company, it's employees and agent(s) against all third party claims, lawsuits and losses alleged to be caused by the Company, except for illegal acts or negligence on the part of the company, investigators and/or its employees.

No representations of any kind have been made to the Client by the Company except as set forth herein, and this document contains the entire contract between both parties (Client and Company) and may not be amended in any way whatsoever, except by a writing signed by both parties. I have hereby read and understand both sides of this agreement.

IN WITNESS WHEREOF, said parties to have set their hands and adopted the word "Seal" as their seal and execute this document in duplicate originals, one to be retained by each party this day and year first set forth above.

\_\_\_\_\_  
 Client's Signature (SEAL)

\_\_\_\_\_  
 AAA Carolina Detective Agency, Inc.  
 John Corcoran – Agent NC/SC  
 NC License # 1404  
 SC License # 1531 (SEAL)