



**CONFIDENTIAL**

**PROFESSIONAL SERVICES AGREEMENT:  
INVESTIGATION - MITIGATION - EXECUTIVE PROTECTION**

**ACI case number:**

An application for Investigation and Case Management Services is herewith made by

\_\_\_\_\_, (hereinafter "the **client**") whose address is:

\_\_\_\_\_

and phone number is: (\_\_\_\_\_) \_\_\_\_\_ fax# (\_\_\_\_\_) \_\_\_\_\_,

cell or pager# (\_\_\_\_\_) \_\_\_\_\_ Email address: \_\_\_\_\_

The **client** attests, by virtue of their signature to this document, that there is a bonafide and legitimate need for the information and or services being applied for pursuant to the operation of a business, a pending real estate transaction, transfer of property and/or assets or as a part of an ongoing civil litigation and/or criminal investigation or prosecution.

The **client** further attests, by virtue of their signature to this document, that the information or service(s) being applied for and/or the individual(s) being sought, is not based upon ANY illegal or criminal purpose and that nothing provided by **ALLCLEAR INVESTIGATIONS, Inc.**, hereinafter "**ACI**," it's officer(s), it's agent(s), and/or it's employee(s) shall be used in any improper or unlawful manner by the **client**, the **client's** representative or by any other individual(s).

The **client** understands and agrees that **client** is required to cooperate fully with **ACI** and provide complete and accurate information regarding the framework for the investigation. **Client** agrees that **ACI** is acting as an agent of **client**, and all reports and public records created or obtained by **ACI** shall be deemed confidential.

The **client** further attests to, by virtue of their signature attached to this document, and accepts full responsibility for the disposition of the information and/or services provided by **ACI** and any and all liability that may arise from the improper use, distribution and/or sharing in any form of the information or services provided by **ACI**.

The **client** further attests, by virtue of their signature attached to this document, to their knowledge of Federal laws and similar consumer protection regulations regarding the acquisition, use of and/or distribution of data, in any form.

The **client** further attests, by virtue of their signature attached to this document that they are hereby notified that pursuant to this application for investigative services, mitigation services and/or executive protection, **ACI** may discover facts or evidence of a civil breach and/or a criminal violation of statues or laws, and that **ACI** is compelled by law to report these breach(es) and/or violation(s) to the appropriate authorities within the instant jurisdiction.

Client: \_\_\_\_\_ Case number: \_\_\_\_\_

The **client** further attests, by virtue of their signature attached to this document, that they are hereby notified and agrees that in a case involving the location of an individual, where an adoption or other legal and/or legitimate course has created the need for anonymity or seclusion, the individual being sought, may be contacted for consent prior to the release of the information to the **client**. Should the individual deny the authority to release the information, the disclosure shall not be made. In such instance, the fees expended shall be deemed as fully earned, including all costs and expenses.

The **client** further attests, by virtue of their signature attached to this document, that the **client** grants **ACI** authority, to release such information that is necessary to the successful completion of the investigation, mitigation and/or executive protection as authorized by the **client**.

The **client** further attests, by virtue of their signature attached to this document, that all information provided by the **client** and/or discovered by **ACI** is confidential, private, and protected under law from any disclosure, except by 1) duly issued subpoena by a competent court, stating the particulars being sought, 2) upon the discovery of civil and/or criminal conduct and/or activity, or 3) through a spot inspection by the Department of State, Division of Licensing as authorized by law. The **client** will be entitled to participate in the decision to release the requested information. However, the decision to release the requested information shall reside with **ACI**.

The **client** further attests, by virtue of their signature attached to this document, to being notified that **ACI** will not violate any laws of the United States, States of these United States, Counties within these States and/or Municipalities within these Counties to pursue said case.

**Client** understands and agrees that s/he shall in no manner become engaged or involved or otherwise interfere with any **ACI** employee, agent, owner, independent contractor or sub-contractor while engaged in the investigation. Non-interference includes, but is not limited to appearing at a surveillance location, questioning or requesting a change in **ACI's** investigative policies, procedures or techniques and/or personally confronting any person(s) directly or indirectly involved in an active investigation. **Client** understands and agrees that any interference by client may result in danger or physical harm to **ACI's** representatives or others. Accordingly, **ACI** has a ZERO tolerance policy regarding non-interference and any failure by **client** or anyone acting on behalf of the **client** to fully adhere to this policy will result in **ACI's** immediate withdrawal from the case and forfeiture of **client's** fees.

The **client** further attests, by virtue of their signature attached to this document, to being notified that all non-court appointed cases shall require an initial nonrefundable minimum retainer of \$300.00 in legal United States tender, which is due and payable prior to the commencement of any activity by **ACI**, unless other arrangements have been made in writing. **Client** understands and agrees that the initial retainer fee is earned upon payment, and that **ACI** is under no duty or obligation to refund any portion of the fee on the fee is paid and the parties execute this **Professional Services Agreement**, regardless of how many investigative hours are actually provided. **Client** understands that if the retainer is exhausted, and payment is not made to continue services, **ACI** retains the right to immediately cease all investigative services until payment is brought current and new retainer is in place. Should the **client** desire to have their attorney, accountant, or other professional manage the payment of the invoice by **ACI**, the **client** shall establish an escrow account with the professional to accommodate the projected expenses of the case. The professional will issue payment within two (2) business days of receipt of the invoice from **ACI**.

The **client** further attests, by virtue of their signature attached to this document, to being notified that either the **client** or **ACI** may terminate this agreement upon serving written notice on the other party. **ACI** will be due payment for any and all services undertaken on behalf of the **client**. The **client** shall be responsible for a twenty-five (25) dollar returned check fee for each check and each deposit for any check returned to **ACI** for any reason whatever.

The **client** further attests, by virtue of their signature attached to this document, to being notified that, as part of this application, **ACI** may make notes regarding the **client's** instructions, information, and requests for services as part of the initial interview and on subsequent occasions. Said notes shall become part of this agreement by reference.

The **client** further attests, by the virtue of their signature attached to this document, that should any investigator be subpoenaed to testify in a competent court, deposition, or any other legal proceeding, **client** will pay **ACI** the prevailing rate for similar expert testimony in the geographical area in addition to any mileage and expenses incurred and a per diem expense.

The **client** further attests, by virtue of their signature on this document, to being notified that **ACI** fees for services are invoiced per the attached fee schedule. **ACI** bills in increments of one quarter (1/4) of one hour (fifteen minutes). **Client** agrees that if **ACI** continues providing investigative services after retainer is exhausted then the **client** will be billed. If any payment remains unpaid for thirty (30) days, **client** agrees to pay interest on the unpaid balance at the Florida statutory rate of 7% interest plus a \$50.00 per month late fee until the balance is paid in full.

Client: \_\_\_\_\_ Case number: \_\_\_\_\_

The hourly rate will be applied to writing up the case report (if requested) and preparing the invoice. Rates may be subject to increase in instances of rush requirements (within 24 hours) and/or during holiday periods. *The client is entitled to a free initial consultation, up to one half hour, inclusive of travel time.* ACI is not responsible for providing interim billing updates to the **client**, unless specifically requested to do so in writing. There is a two-hour minimum on work to be performed outside the investigator's home / office. \_\_\_\_\_ ( **client's initials**). ACI reserves the right to assign investigators as required to prevent overtime during each work week. A fee, equivalent to two hours' work, may be assessed for cancellation of a work schedule with less than 24 hours' notice. Florida state sales tax, at the rate applied to the county of the applicant, will be applied if **client** resides/operates in the state of Florida.

Additional and ordinary out of pocket expenses will be invoiced as incurred, including, but not limited to travel, transportation, per diem, etc.

Billable expenses include:

- (1) Parking, tolls and travel expenses, under most circumstances
- (2) Data and asset searches, per document
- (3) Photographic film, video tapes, digital media and related processing or transferring
- (4) Vehicle, vessel or aircraft registration checks
- (5) Lodging and meals at the actual rate charged by the establishment in somecases
- (6) Rental vehicle at actual rate charged by rental car company, if deemed necessary by **ACI**
- (7) Per Diem rates for out of town field work charged at area government rate
- (8) Postage or courier fees, if transmittal is requested by the client
- (9) GPS Rental. Rates are \$50 a day, \$200 a week or \$350 per month. GPS activity reports are billed at ¼ hour increments. (A refundable \$500 deposit is required)
- (10) \_\_\_\_\_

The **client** further attests, by virtue of their signature attached to this document, to being notified that the venue for the resolution of any arbitrations and/or judicial proceedings arising from this agreement shall be in Orange County, Florida, United States of America. In the event of any litigation arising from breach of this agreement, or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses of the litigation, including all costs of collection, attorney's fees, and the value of lost time in preparation for enforcement of this contract. Should any part of this agreement be found to be invalid, the remainder of the agreement shall remain in effect.

**Client** specifies the services of ACI (please be specific):

- 1) Perform Services as requested by client. Fee Schedule is attached as an addendum only.
- 2) Field Rate for one investigator is \$75 flat rate and \$125 flat rate for two investigators.
- 3) PRIORITY RUSH Fee of \$75.00 is charged for surveillance requested in less than 12 hours.
- 4) Retainer required to initiate this project will be set after services required is determined.
- 5) Summary reports and video for surveillance will be provided the following business day.
- 6) Future work can be requested in writing.

End of scope.

The **client** further attests to, by virtue of their signature attached to this document, that they have read, understand and have received a copy of this agreement, if requested.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Client: \_\_\_\_\_(signature)  
\_\_\_\_\_(client printed name)

ACI: \_\_\_\_\_(signature ACI)  
\_\_\_\_\_(ACI printed name)