

CLIENT /AGENCY RETAINER AGREEMENT

Client's Name:

Physical Address:

Mailing Address:

City:

Zip Code:

Telephone Contacts:

E-Mail:

TYPE OF REQUEST

- General Investigation
- Locate (Skip Tracing)
- Background Check
- Civil
- Workers' Comp
- Neighbor Dispute
- Accident
- Obtain Statement or Photos
- Due Diligence
- Criminal
- Surveillance/Security Cameras
- Security Consulting
- Domestic Issues
- Nuisance Abatement
- Court Paper Services
- Wage Garnishment
- Other _____

THE INVESTIGATION

The subject (s) of this investigation in:

Hereinafter referred to as "Subject (s.)" DOB: ___/___/___; SSN: ____-____-____.

Other background or relevant information

I further advise that there is no restraining order against me, by the subject of this investigation.

INITIAL CONTRACT

This Agreement is made between SUMMIT RECOVERY SYSTEMS, LLC., a licensed private investigative firm, whose address and telephone number appears below hereinafter referred to as "SUMMIT RECOVERY SYSTEMS, LLC.", and _____, hereinafter referred to as "Client". The "Client" retains SUMMIT RECOVERY SYSTEMS, LLC., a licensed private investigative firm, and its agents/ employees for the collection of evidence in the matter of the above subject (s).

Client's initials _____

COVENANT TO PERFORM WORK

Upon signing of this agreement, SUMMIT RECOVERY SYSTEMS, LLC., its agents/employees, agree to conduct this investigation/services with due diligence and within the scope of the law.

CONFIDENTIALITY

SUMMIT RECOVERY SYSTEMS, LLC. agrees at all times to protect the interests of the client, and shall maintain any information obtained confidential, unless otherwise as required by law.

REPORTS & EVIDENCE

All reports furnished to the client by SUMMIT RECOVERY SYSTEMS, LLC. are for the information of the client and/or the attorney only. The "Client" is not permitted to copy, release, or distribute said report or any portions thereof, without the prior written consent of SUMMIT RECOVERY SYSTEMS, LLC. or the attorney. In criminal cases, physical evidence, upon documentation and examination, will be released to the proper law enforcement office/agency 'if needed,' or otherwise shall be kept by SUMMIT RECOVERY SYSTEMS, LLC., whether to be used in court or not.

COURT APPEARANCES & TESTIMONY

The "Client" must inform SUMMIT RECOVERY SYSTEMS, LLC. at least 48 hours in advance prior to any court hearing or deposition requiring SUMMIT RECOVERY SYSTEMS, LLC. personnel presence. The "Client" agrees to pay SUMMIT RECOVERY SYSTEMS, LLC. the same hourly rate as agreed below (portal to portal,) for any time spent in court at the request of the "Client", or opposing party, in connection with the investigation/services rendered.

RELEASE & DISCLOSURE

A private investigator is a civilian person authorized under the law to investigate and maintain records in connection with an investigation, upon the request of another person. Private investigators are not lawyers and are not allowed to give any legal advice. By submitting this request, the "Client" hereby agrees to use the information obtained for legal purposes only and accept all responsibility for its use. SUMMIT RECOVERY SYSTEMS, LLC., agents and employees, are not, and shall not be liable by any party's use of the information, or any parts thereof. The "Client" agrees to indemnify and hold SUMMIT RECOVERY SYSTEMS, LLC. harmless from all damages, claims, or losses suffered as a result of such claims by third parties relating to the use of the report and information provided by SUMMIT RECOVERY SYSTEMS, LLC..

CANCELLATION & IMPROPER PRESENTATION

The "Client" has the right to suspend or terminate the services of SUMMIT RECOVERY SYSTEMS, LLC.. Retainers are not refundable. SUMMIT RECOVERY SYSTEMS, LLC. has the right to refuse any request made by the "Client", their attorney or representative. Any misrepresentation or withholding of pertinent information by the "Client" to this investigation will render this contract null and void and SUMMIT RECOVERY SYSTEMS, LLC. shall keep all retainers.

If there is any outstanding balance owed to SUMMIT RECOVERY SYSTEMS, LLC., the "Client" agrees to pay the balance in full within seven (7) calendar days of the conclusion or termination of this retainer contract.

Client's initials _____

RETAINER & PAYMENT

The Retainer required to initiate this Investigation is set at \$_____.

SUMMIT RECOVERY SYSTEMS, LLC. charges an hourly rate of \$_____ per hour, plus mileage (portal to portal,) travel expenses, or a flat rate of \$_____, and/or other costs necessary for the investigation/services as authorized by the client. All services are to be paid for by the retainer in advance. If the retainer is depleted, SUMMIT RECOVERY SYSTEMS, LLC. will notify the "Client" that an additional retainer is due.

No further services will be rendered or expenses incurred, until SUMMIT RECOVERY SYSTEMS, LLC. receives an additional retainer. The "Client" agrees that all funds owed to SUMMIT RECOVERY SYSTEMS, LLC., at the completion of this investigation/service will be paid in full within 10 days. All funds not paid in full as agreed will be subject to a ten percent interest (18%). If legal action arises, the Summit County Small Claims will be the venue of Jurisdiction. The "Client" hereby waives jurisdiction to the mentioned court no matter where the contract is signed. The client shall be responsible for all court costs and attorneys fees. "Client" shall then be provided a written report of activities upon payment of all charges. Retainers are not refundable.

INTEGRATION

This Contract constitutes the full and complete agreement of the parties superseding any prior oral, or written agreements between them.

OUTCOME & RESULTS

SUMMIT RECOVERY SYSTEMS, LLC., its agents and employees, makes no guarantee to the "Client" as to the results regarding the above-stated matter or outcome of any civil or criminal litigation involving any part of this investigation. Upon receipt of this "agreement" and retainer, SUMMIT RECOVERY SYSTEMS, LLC., will initiate the investigation/services. The above arrangements will continue until completion, unless terminated by the "Client" telephonically, written correspondence, or by any violation of this agreement by the "Client".

If you agree with these terms, please sign this "Agreement".

Date: _____

Client's Name: _____ (printed)

Client's Signature: _____

SUMMIT RECOVERY SYSTEMS, LLC.

Representative: _____

A facsimile or electronic representation of your signature is to be considered an original.

Client's initials _____

Summit Recovery Systems, LLC.
PO Box 981328
Park City, UT 84098
435-962-0986
Agency (P1011071)(G101971)