

CONTRACT / RETAINER AGREEMENT

1. This will confirm that _____, hereinafter known as CLIENT, is/are contracting with COLONIAL INVESTIGATION AND SECURITY CONSULTANTS, INC., hereinafter known as COLONIAL, to initiate inquiries and/or conduct an investigation regarding the following matter:

2. COLONIAL'S hourly rates for investigation and travel time South Florida, which is defined as Palm Beach, Broward, Miami-Dade, Collier, and Monroe Counties, Florida will be billed at \$_____ per hour, billed in six minute increments, \$_____ (_____ cents) per mile, plus expenses. Colonial will forward CLIENT statements and/or invoices listing time and expenses incurred in the investigation of this matter. Included in CLIENT'S bill will be all investigative expenses incurred by COLONIAL, which may include, but are not limited to, film and developing, video and audio recordings, long distance calls, meals, lodging, data-base or public record research, photocopies, subcontractor fees, transcription fees, report preparation, parking, etc., in reference to this case. Investigations outside of South Florida will be billed at a rate of \$_____ per day, plus all expenses including, but not limited to, travel, vehicle rental, lodging, meals, and related investigative expenses. CLIENT acknowledges that COLONIAL is required to collect all applicable sales tax and surtaxes as required by Florida Sales Tax Laws under Florida Administrative Code 12A-1.0092. Each investigative assignment will be billed a minimum fee of \$_____.

3. There is a four (4) hour minimum for each surveillance assignment. CLIENT acknowledges that surveillance is an imperfect investigative effort. Surveillances will be conducted at an agreed upon time and location, but activity on behalf of the subject of the surveillance cannot be assured. There is no guarantee that visual contact with the subject of a surveillance can be maintained, as COLONIAL cannot predict the subject's actions, traffic flow, traffic conditions, weather, road construction, and other unforeseen traffic or environmentally related problems.

4. Courtroom appearances, or testimony of any nature, occurring in South Florida, including but not limited to mediation, regarding this matter or any matter related to it, will be billed at a rate of \$_____ per day for each of COLONIAL'S representatives appearing at the court and available to testify. Depositions will be scheduled in four (4) hour increments and each increment will be billed at a rate of \$_____, for each of COLONIAL'S representatives subpoenaed. These rates are applicable whether testimony is given or not. This fee will apply to, and be payable by, CLIENT, regardless of who issues the subpoena to COLONIAL. If COLONIAL'S representative(s) is/are placed on a "standby status", in South Florida, CLIENT agrees to be billed at a rate of \$_____ per day for each of COLONIAL'S representatives placed on "standby", but not required to appear. Courtroom appearances, depositions, or testimony of any nature, outside of South Florida will be billed at the previously stated rate of \$_____ per day, plus all related expenses. All court related and deposition fees are due in advance.

5. COLONIAL will supply statements and/or invoices upon completion of various phases of the investigation, which CLIENT agrees to pay immediately upon receipt. **A finance charge of 18% per annum, or the maximum amount allowed by law, will accrue on all balances not paid within 30 days of the date of the invoice.**

6. COLONIAL will commence work on this matter upon receipt of a retainer in the amount of \$_____ which will be applied to the fees incurred. Unused portions of this retainer will be returned to CLIENT.

7. CLIENT acknowledges that the information obtained during this investigation may not produce the results desired by CLIENT.

8. CLIENT hereby agrees to allow COLONIAL to conduct the above services at its sole discretion via any lawful means COLONIAL deems appropriate.

9. CLIENT states that CLIENT has a legal right to have the requested private investigative services performed and to obtain information regarding said individual, party, parties, business, firm, company, corporation, etc. CLIENT expressly states that there are not now, nor have there ever been, nor are court actions pending which resulted in or may result in court orders prohibiting this investigation, including but not limited to restraining orders, injunction for protection from domestic violence, stalking statute violations, etc., which may prevent, would prevent, or would have prevented, CLIENT from obtaining the information sought through this investigation.

10. CLIENT states that the information obtained by COLONIAL, and furnished to CLIENT, or CLIENT'S attorney, will only be used for purposes deemed to be legal under the laws of the jurisdiction in which the information was obtained and/or used.

INITIALS: COLONIAL'S
REPRESENTATIVE
(Revised 01-01-2006)

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INITIALS: CLIENT

11. CLIENT and COLONIAL mutually agree to be truthful with each other and to keep one another fully advised of evolving developments and/or newly developed data that could be considered helpful to the investigation of this matter.

12. COLONIAL reserves the right to immediately terminate this contract at any time, for any reason. If COLONIAL terminates this contract, any unused portion of the retainer will be returned to CLIENT. CLIENT may also terminate this contract at any time, for any reason. If CLIENT terminates this contract, CLIENT will forfeit the full amount of the retainer. In either case, any outstanding bill will become immediately payable to COLONIAL.

13. COLONIAL agrees to faithfully obey all applicable laws of the State of Florida and Federal laws of the United States in the course and scope of this investigation.

14. CLIENT acknowledges that information obtained through data-based computer research or personal interviews should always be verified through independent investigation. The information should not be relied upon as being accurate, and should not be used solely to support any decision making process or court action. CLIENT acknowledges that due to errors inherent in public records and artificial intelligence anomalies, data-based research reports may contain spurious information and have omissions. Therefore, COLONIAL advises that there is no warranty, expressed or implied, as to the completeness or accuracy of these reports, and specifically excludes any warranty regarding the merchantability, and fitness for a particular purpose of the data-based computer research. The information contained in data-base computer research is not to be used for any purpose that violates Federal, State, or local laws or regulations, including but not limited to, the Fair Credit Reporting Act (FCRA), the Driver's Privacy Protection Act (DPPA), or the Gramm-Leach, Bliley Act (GLB). CLIENT is encouraged to seek independent verification of information deemed crucial to the decision making process.

15. COLONIAL shall not be liable to any person, or entity, for any damages arising out of the accuracy, completeness, or currentness, in procuring, compiling, or publishing its data-based computer research information, including incidental or consequential damages.

16. CLIENT, and CLIENT'S heirs, beneficiaries, devisees, legatees, administrators, and assignors, agree to indemnify and hold harmless, COLONIAL, its officers, its agents, its servants, its employees, its subcontractors, its assigns, and its data-base research providers, from any and all actions, causes of action, claims, damages, and demands of whatever type, wherever situated, arising directly or indirectly for their services which CLIENT has requested above, which indemnification's shall include, but not limited to, attorney's fees and cost incurred by COLONIAL.

17. Should any litigation arise from this agreement resulting from non-payment of fees, the prevailing party shall collect all attorney's fees and costs resulting from the litigation.

18. Should any litigation arise from this case through no fault of COLONIAL, its officers, its agents, its servants, its employees, its subcontractors, its assigns, and its data-base research providers, CLIENT shall pay all fees (including the regular hourly rate of COLONIAL at the time of litigation) in addition to any costs sustained by COLONIAL, in the litigation process.

19. CLIENT agrees that venue in all disputed matters related to this contract, and/or services performed by COLONIAL, shall be in Miami-Dade County, Florida.

20. DESIRE RESULTS; LIMITATION OF LIABILITY: LIQUID DAMAGES: CLIENT understands that the information desired, may or may not be obtained. CLIENT further understands that COLONIAL assumes no liability or responsibility in its investigative efforts. CLIENT acknowledge that if COLONIAL should be found liable for failure to perform any of the obligations herein, COLONIAL'S liability shall be limited to a sum equal to ONE HUNDRED DOLLARS (\$100.00) as liquidated damages and not as a penalty. This liability shall be exclusive; and that the provisions of this section shall apply irrespective of cause of origin, results directly or indirectly for performance or non-performance of the obligations imposed by this Agreement or from negligence, active or otherwise of COLONIAL, its officers, its employees, its agents, its servants, its assigns, its subcontractors, and/or its database service (s) providers.

21. COLONIAL declares it is licensed by Florida Division of Licensing, License number A-96-00387.

PRINT NAME:

TITLE:

DATE: