

Diligent Investigations, LLC
4326 SE Woodstock #500
Portland, OR. 97206

Contract for Private Investigation Services

TO UTILIZE THIS CONTRACT, PLEASE CONTACT BY PHONE OR EMAIL OUR OFFICE FOR A FREE CONSULTATION. AT THE CONCLUSION OF THE CONULTATION DILIGENT INVESTIGATIONS WILL EMAIL OR FAX A COPY OF THIS CONTRACT WITH DATA ENTERED IN MOST OF THE BLANK SPACES. PLEASE PRINT, FILL IN THE REMAINING BLANK SPACES, SIGN, DATE, SCAN AND EMAIL (AS A .PDF ATTACHMENT), OR FAX IT BACK TO DILIGENT INVESTIGATIONS.

UPON SIGNING BY BOTH PARTIES, THE FOLLOWING CONTRACT EXISTS BETWEEN DILIGENT INVESTIGATIONS LLC, AND _____ HEREAFTER REFERRED TO AS CLIENT.

ANTICIPATED RATE + MILEAGE + INCIDENTAL EXPENSES = _____

CLIENT AGREES TO PROVIDE A RETAINER OF _____ (THIS FIGURE IS ARRIVED AT BY MULTIPLYING THE HOURLY RATE TIMES X NUMBER OF HOURS). THE RETAINER FUNDS WILL BE APPLIED TOWARDS THE ABOVE EXPENSES. CLIENT AGREES TO PAY ANY BALANCE EXCEEDING THE RETAINER AMOUNT WITHIN SEVEN (7) DAYS OF RECEIVING A BILLING FOR ANY ADDITIONAL SERVICES AGREED UPON BY CLIENT. DILIGENT INVESTIGATIONS, LLC AGREES TO PROVIDE THE FOLLOWING SERVICES:

DILIGENT INVESTIGATIONS, LLC AGREES TO REFUND ANY UNUSED BALANCE OF THE RETAINER WITHIN SEVEN (7) DAYS OF THE COMPLETION OF THE ABOVE MENTIONED SERVICES. BELOW ARE SPECIAL CONSIDERATIONS AND/OR CONDITIONS:

IN ADDITION, ALL OF THE FOLLOWING CONDITIONS AND TERMS APPLY. SEE PAGES 2, 3, AND 4 (ATTACHED).

Diligent Investigations LLC, (hereafter referred to as D.I.) , a private investigation agency, duly licensed and bonded under the laws of the State of Oregon, and the undersigned Client, hereby agree and contract for investigative services according to the terms of this contract.

The client agrees to pay for services at the following rate: \$ _____ Per hour.

The client agrees to pay a non-refundable retainer: \$ _____

The non-refundable retainer covers up to _____ hours of time spent on the matter. It is further understood that D.I. reserves the right to request an additional advance and/or cost fee deposit as necessary, once the initial retainer has been exhausted as a condition precedent to rendering further services. Any unused portion of the deposit will be returned to Client with Client's report at the conclusion of the investigation.

Time will be billed for each action performed including telephone conferences with the client. It is understood that there will be a minimum of a one hour charge for any tasks performed away from the offices of D.I.

In addition to the fees set forth above, the Client agrees to reimburse D.I. for the expense of photocopying lengthy documents at \$.10 per page, travel and parking, postage over \$1.00, and computer searches as may be required. The expense of travel by automobile will be reimbursed at the rate of \$.65 per mile. The Client agrees to pay for reasonable expenses that may be paid to others.

Client agrees to pay D.I.'s employees and sub-contractors the agreed upon hourly rate for all grand jury, court and deposition time that arises as a result of our work in this matter. In the event a D.I. employee or principal is requested to appear in court, for a deposition, meeting or other legal process activity, the aforementioned rates and fees apply. There will be a three hour minimum charge for any such appearances.

There will be a 100% additional charge for work performed on Christmas eve and Christmas day, New Years day and eve, and Thanksgiving. There will be a %50 additional charge for work performed on Memorial Day, 4th of July, and Labor Day.

Client agrees that upon completion or termination of the investigation and/or presentation of an invoice for D.I. services that the invoice will be paid in full at the time. If for any reason the invoice is not paid in full at the time of completion, Client agrees and understands that there will be a \$38.00, or 2% of balance (whichever is greater) per month fee for any unpaid amount.

Client Initials

D.I. Initials

The client also agrees that if the client fails to pay any amount due when requested or the client fails to furnish any additional advance fee or cost deposit requested that D.I. may stop work on all matters of the client.

If Client's account becomes past due and a suit or action is filed, client agrees the Courts of the State of Oregon shall have jurisdiction over client and that the venue for such action or suit may be laid in Multnomah, Oregon, and the amount of such reasonable attorneys' fees shall be fixed by the Court or Courts in which the suit or action is tried, heard or decided.

D.I. agrees to continue to handle this matter for the Client as long as D.I. may deem it advisable, but D.I. expressly reserves the right to withdraw from the matter on appropriate notice.

D.I. representatives will exert their best efforts to meet investigation(s) objectives, however Client understands and agrees that the investigation objectives may or may not be obtainable and that D.I. has made no guarantees concerning the results of the investigation(s). Client agrees to hold harmless D.I. and it's agents in relation to any investigation(s) conducted. Client is aware that surveillance investigations frequently result in the investigator(s) losing contact with the subject of the surveillance, especially when an attempt is made to follow the subject in a vehicle.

D.I. will attempt to obtain available information on background investigations however Client understands and agrees that all sources of information are not available to private investigators. The information that is available is neither always accurate nor up to date. Some information is only available with "permissible purpose" and the Client's request may or may not qualify as a "permissible purpose". D.I. will put forth it's best effort but makes no guarantee concerning the results of any investigation.

Client understands that D.I. has no control over, nor liability for, any use made by Client of any information obtained as a result of a D.I. investigation and agrees to indemnify and hold harmless D.I., it's employees and agents from any and all damages suffered and any and all expenses incurred by Client's use of the investigative results.

D.I. is not a bodyguard or personal protection service and this function is not provided or implied. If investigation or surveillance relates to child custody or welfare, a personal threat or other danger to a person, Client is advised to consider engaging the services of a personal protection specialist rather than D.I.. D.I. services are limited to observation and investigation and Client agrees to hold harmless D.I. and it's agents in the event of any harm to a person and/or property as a result of a D.I. investigation, whether it is from information obtained or not obtained.

Client agrees and understands that if the investigation is to locate an individual or individuals and D.I. determines at any time during the investigation that there is any indication that disclosure of the individuals location might result in harm to anyone, the investigation can be terminated at the discretion of D.I., without the Client's permission, the Client will not be advised of the individual's location and all charges will apply.

Client assures D.I. that there is no intent to stalk, harass, harm or engage in any illegal activity or action against or with the subject(s) of the investigation. Client assures D.I. that there are no court orders restricting contact with the subject of the investigation. Client assures D.I. that Client and/or his/her agents have never been accused of stalking, harassing, or attempting to harm or engage in illegal activity against or with the subject of the investigation. Client assures D.I. that all information provided by Client relating to this investigation(s) has been accurately and truthfully portrayed to D.I.

If Client is a private party: Client understands and agrees that no DMV information will be provided. Client understands and agrees that if the purpose of the investigation is to locate an individual(s) and the individual(s) located are contacted and object to having his or her location disclosed to Client, D.I. will have the option of terminating the investigation without disclosing the address/location of the subject of the investigation and all charges will apply.

The client understands and acknowledges that D.I. cannot make, nor has D.I. made any promises or guarantees regarding the outcome of this matter.

This agreement shall become effective only upon acceptance by D.I. and the payment by the Client of all initial sums to be paid or deposited as set forth herein.

Special Conditions: (to be initialed by both parties)

THE CLIENT(s):

signature	name-print	date
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signature	name-print	date
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This agreement is accepted by Diligent Investigations and receipt for all sums initially due is hereby acknowledged.

Diligent Investigations representative	name-print	date
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- email this contract as a .pdf attachment to: [dilinvest@gmail.com](mailto:dilinves@gmail.com)
- or fax to: 503-972-1305