

Alpha Agency, LLC

PROFESSIONAL SERVICES AGREEMENT

1. **PARTIES:** This Agreement is made and entered into by and between:

Name: _____

Address: _____

Phone: _____ Email: _____

Hereinafter referred to as "CLIENT" and Alpha Agency, LLC, hereinafter referred to as "AGENCY", a licensed Florida private investigative agency – License A-2900318.

2. **EXTENT OF SERVICE:** CLIENT agrees that unless otherwise stated, the representation begins on or about the date of this Agreement and payment of any retainer fees and costs required, and ends upon the conclusion of the investigation or termination of this Agreement by either party as provided herein. CLIENT agrees that under Chapter 493.6119 F.S. all reports and information created, gathered or otherwise obtained by AGENCY shall be deemed confidential and shall not be disseminated to any third parties without CLIENT'S written authorization or court order.

3. **DESCRIPTION OF SERVICE(S):**

4. **CLIENT COOPERATION:** CLIENT understands and agrees that CLIENT must fully cooperate with AGENCY in providing accurate and timely information as requested or as it becomes available. Particularly with regard to surveillance, CLIENT agrees to update AGENCY immediately with any pertinent information during the investigation such as newly learned locations, dates, times, vehicle descriptions, color/types of clothing, etc. regarding the subject of the investigation.

5. **FEES:** CLIENT agrees to pay, AGENCY for the services described in paragraph three (3) above at a rate of _____ per hour. CLIENT agrees that the hourly rate extends from portal to portal and that AGENCY accounts for time at the rate of 1/4th of an hour including but not limited to surveillance, research, conferences, telephone calls, database research. CLIENT agrees to pay AGENCY a RETAINER in the amount of \$_____ paid in US Dollars, (Plus .07% Florida sales tax) for work on the investigative goal(s) listed in paragraph three (3) above. If the investigative goals are accomplished in fewer hours, the investigation may be closed as successfully completed. CLIENT understands and agrees that upon receipt, fee stated herein is non-refundable and non-reversible.

6. **COSTS:** CLIENT further agrees to pay the AGENCY for necessary costs and disbursements upon demand. Costs are at AGENCY'S exclusive professional discretion and may include but shall not be limited to postage, photocopies at \$.25 per page, filing fees, airline fees, lodging, vehicle rentals, database expenses, video & photography costs and any other expenses that AGENCY considers reasonable and necessary to effectively perform the investigation. Database searches to identify the owner of any vehicle license plate or physical address discovered during the investigation are billed at \$_____ **Included**. CLIENT agrees that AGENCY will not release any results of the investigation until all costs due are paid in full.

CLIENT'S INITIALS _____

7. **CLIENT NON-INTERFERENCE:** CLIENT agrees that AGENCY's licensed investigators are trained, experienced professionals and must maintain exclusive control regarding all aspects of conducting the investigation. CLIENT shall in no manner become engaged, involved or otherwise interfere with AGENCY while conducting the investigation. Non-interference includes but is not limited to appearing at or driving by or near a surveillance location; following or stalking the subject or other party; questioning or requesting a change in AGENCY investigative policies, procedures or techniques, personally, or through any third party; contacting or confronting any person(s) directly or indirectly involved in the investigation; and except as stated in paragraph 4, repeated non-essential contact with AGENCY via phone, email, or text during the ongoing investigation. CLIENT understands and agrees that because any such interference can negatively impact the investigation and may endanger the safety of an agent of AGENCY or other individual, AGENCY must maintain a zero tolerance policy on CLIENT non-interference. If AGENCY perceives any failure to strictly adhere to this policy, AGENCY will immediately cease all services and terminate the investigation and the payment provisions stated in Paragraph 5 remain in full force and effect.

8. **INTERIM UPDATES:** CLIENT understands and agrees that that facts and evidence often change dramatically throughout the course of an investigation. Incomplete information gathered during an investigation should never be used as a basis to form any conclusions. Accordingly, absent prior written agreement AGENCY does not provide routine interim updates during an ongoing investigation. AGENCY, will provide CLIENT with a complete final report of all evidence gathered within five (5) business days after the conclusion of the investigation.

9. **FEE ENFORCEMENT:** CLIENT agrees that if AGENCY is forced to take action to enforce the terms and provisions of this Professional Services Agreement, CLIENT agrees to pay 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 Agreement. CLIENT further agrees that this Agreement shall be governed by the laws of the State of Florida and venue shall be in the appropriate court of competent jurisdiction within the Circuit Court of Polk County, Florida, or the Federal District Court for the Middle District of Florida.

10. **AGENCY REPRESENTATIONS:** AGENCY affirms that AGENCY is licensed under Chapter 493, Florida Statutes, to perform investigative and related services. AGENCY warrants to provide all services with the degree of care and skill required and in conformity with accepted professional standards in the investigative industry, and to comply with all local, state and federal laws and regulations. Except as specifically provided herein, AGENCY disclaims any and all other warranties, whether expressed or implied.

11. **INVESTIGATION RESULTS:** CLIENT understands and agrees that AGENCY provides information as gathered and does not make any promise or guarantee whatsoever of the outcome of the investigation or the facts and information gathered. CLIENT agrees she/he/it is paying for professional investigative services only and that results of investigations by their nature are not guaranteed, are limited by time and CLIENT resources, and information obtained may not be what the CLIENT expects, desires or be in favor of the CLIENT. Accordingly, CLIENT agrees that CLIENT is prohibited from disparaging or defaming AGENCY or any of its directors, officers, agents or investigators through libel, slander or negative commentary in any print, broadcast or online media should CLIENT be dissatisfied or disagree with the results of the investigation. CLIENT understands and agrees that if she/he/it fails to strictly comply with this paragraph, AGENCY will seek legal redress against CLIENT including but not limited to injunctive relief, damages, attorney's fees and costs of suit. CLIENT further understands and agrees that in the event AGENCY is forced to take legal action against CLIENT pursuant to this paragraph, CLIENT waives the confidentiality provisions of Ch. 493.6119 FS and all previously confidential information gathered by AGENCY in the course and scope of the investigation shall be subject to full public disclosure.

12. **CLIENT MISREPRESENTATIONS:** CLIENT represents that all information provided AGENCY shall only be used in a lawful manner and shall not be used to cause any harm whatsoever upon the subject of the investigation or any other third party. CLIENT attests that he/she/it has not misrepresented any information or facts provided herein. CLIENT agrees that AGENCY reserves the right to refuse or discontinue service at any time for any issue or potential issue of security, safety, illegal, unethical or immoral reasons as determined exclusively by AGENCY.

CLIENT'S INITIALS _____

13. COURT APPEARANCES: CLIENT agrees that if any AGENT of AGENCY is called as a witness in any legal proceeding or to appear in court by any party, whether during or after completion of AGENCY's contracted services, CLIENT agrees to pay AGENCY the daily rate of \$ 2,500.00 for a full day, or \$ 1,200.00 for one half day, per agent, paid in advance plus all reasonable and necessary costs and expenses incurred. The (1) day or (½) day minimum appearance fee is due in full no later than seven (7) calendar days before the date of the legal proceeding or court appearance. CLIENT agrees to pay all costs and any additional hourly fees due immediately upon receipt of invoice from AGENCY.

14. INDEMNIFICATION: Upon receipt from AGENCY of any written or oral reports, photographs, videos or other information regarding the investigation detailed herein, with the exception of those arising from criminal acts, intentional torts, reckless acts, and acts of gross negligence, as determined by a court of competent jurisdiction, CLIENT agrees to fully indemnify, defend and hold harmless AGENCY, its directors, employees, agents, assigns, successor, heirs, owners, independent contractors and sub-contractors from any and all legal actions, claims, liabilities, expenses and fees including attorney's fees, costs and/or judgments that may result at any time regarding the investigation.

15. CLIENT USE OF INFORMATION: CLIENT agrees that AGENCY in not a credit reporting agency. AGENCY promotes the responsible use of any information it provides and reserves the right to withhold any information that AGENCY deems is outside the scope of permissible purpose or otherwise defined by state and federal law and/or regulation. CLIENT understands and agrees to safeguard all information provided from unauthorized third party disclosure as defined by the Graham-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA), Right to Financial Privacy Act (RFPA) and all other applicable state and federal laws and regulations and to seek legal counsel for advice regarding same.

16. QUALITY/ACCURACY OF INFORMATION: CLIENT understands that AGENCY makes every reasonable, professional effort to insure the quality and accuracy of all information provided, however, AGENCY cannot be responsible for, or testify to the validity of information contained in database reports where AGENCY has no control over the content. CLIENT understands that covert surveillance videos and photos by their nature are not professional media type productions and because they are often taken from long distances, unusual locations and during extreme weather and lighting conditions the quality can be variable. CLIENT agrees that AGENCY only provides copies of reports, videos and photos to CLIENT. As required under Ch. 493 F.S. all original notes, reports, videos and photos are AGENCY's protected work product, shall remain the exclusive property of AGENCY, maintained for two (2) years from the date of this Agreement.

17. CANCELLATION OF AGREEMENT: CLIENT agrees that after this Agreement is executed either party can terminate this Agreement, with or without cause, effective upon receipt of written notice of cancellation to the other party via electronic mail, facsimile, U.S. Mail or hand delivery. CLIENT agrees that if CLIENT elects to cancel this Agreement at any time, the fee provisions as stated in Paragraph five (5) herein remain in full force and effect. CLIENT agrees that early termination of the investigation by CLIENT will be considered a satisfactorily completed investigation.

18. MANDATORY CLIENT DISCLOSURES:

A. CLIENT affirms that that he/she is not a named party in a Petition (or) Order for Protection Against Domestic Violence (or) charged with domestic violence, stalking (or) aggravated stalking.

CLIENT'S INITIALS _____

B. CLIENT understands and agrees that that he/she is prohibited from using any information provided by AGENCY for purposes of harassment, defamation, domestic violence, stalking, intimidation, threatening or any other illegal purposes(s) whatsoever against any subject(s) or others.

CLIENT'S INITIALS _____

C. CLIENT understands and agrees that CLIENT must disclose and identify to AGENCY whether any other investigators were previously retained to work on this case at any time.

CLIENT'S INITIALS _____

19. **SUSPENSION OF SERVICES:** CLIENT understands and agrees that AGENCY will not authorize the use of any illegal activity in the course of the investigation. (Including but not limited to excessive speed to maintain mobile surveillance, or conduct surveillance if it is determined to be in a known dangerous or high crime area.) AGENCY may, at its own discretion suspend the investigation at any time AGENCY perceives that the safety of any investigator, contractor, subcontractor or other third party may be in jeopardy.

20. **AUTHORITY TO BEGIN REPRESENTATION:** As indicated by my initials on each preceding page and my signature below, CLIENT hereby affirms that I have read each page of this Professional Services Agreement in its entirety and I fully understand and agree to all of the terms and conditions contained herein.

TOTAL RETAINER FEE: \$ _____
TOTAL STATE TAX: \$ _____
TOTAL FEE DUE: \$ _____
TOTAL PAYMENT: \$ _____

READ, ACCEPTED AND AGREED:

By: _____
CLIENT:

_____ Dated

Accepted by:

Alpha Agency, LLC

Alpha Agency, LLC

CREDIT / DEBIT PAYMENT AUTHORIZATION

1. I, _____, CLIENT, understand that ALPHA AGENCY, LLC (AGENCY) only accepts payment for investigation services via cash, money order, certified funds, company check or credit/debit.

By completing this authorization, CLIENT requests AGENCY to process payment of my investigation fees by credit/debit card. I voluntarily provide my complete information and authorization below:

(PLEASE PRINT CLEARLY)

Full Name on Card: _____

Credit/Debit Card Number: _____

Expiration Date: _____

CVV Number (3 digits on back of card or 4 digits on front of AmEx): _____

Card Holder's Billing Address:

Street _____

City / State _____ Zip Code _____

Card Holder's Phone Number: _____

Card Holder's E-Mail Address: _____

2. By my signature below, I authorize AGENCY AGENCY, LLC to process a one-time charge on my above listed credit/debit card for the service requested in the following total amount:

TOTAL TO BE CHARGED: \$ _____

(Sales Tax applies to Florida Residents and Businesses only)

3. CLIENT understands and agrees that under Florida Law, this Authorization containing an electronic signature is considered the same as an original. By my signature below, CLIENT understands and agrees that upon receipt, the above listed fee charged to my credit/debit card is non-refundable and non-reversible.

Card Holder's Name Printed

Card Holder's Signature

Dated