

\_\_\_\_\_, hereinafter referred to as "**Client**" does hereby agree to retain the services of **DCW & Associates**, a private investigative agency, duly licensed under the laws of the State of California, which maintains its offices at 7400 Center Avenue, Suite 209, Huntington Beach, CA 92647, for the purpose of performing the following investigative work:

- **To determine if** \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- **It should be noted that there is no guarantee as to the results obtained during the course of the investigation.** \_\_\_\_\_ initial

**Client** agrees to compensate **DCW & Associates** at the hourly rate of **\$95.00** per investigator and **\$250.00** for computer related investigations , plus out-of-pocket expenses (parking, telephone calls, fax's, copies, mileage at the rate of **\$0.55** per mile, and film developing expenses incurred during or arising from the investigation. In the event it becomes necessary for an investigator to testify at deposition or in court, **DCW & Associates** shall be compensated at the same hourly rate for such time, including such actual travel time with a minimum of 5 hours chargeable.

Concurrently with the execution of this Retainer Agreement, **Client** shall pay to **DCW & Associates** a non-refundable retainer in the amount of \$ \_\_\_\_\_. No services shall be rendered by **DCW & Associates** to **Client** until such time as the retainer has been paid and this Retainer Agreement signed. The balance of monies owed by **Client** for services and costs shall be paid upon receipt by **Client** of a statement of services rendered by **DCW & Associates**. A copy or facsimile of the Retainer Agreement will be valid as an original.

**DCW & Associates** reserves the right to obtain a current credit report upon receipt of this Retainer Agreement and subsequently for the purpose of an update, renewal, or extension of credit.

**DCW & Associates** reserves the right to withhold the release of any information which it develops during the course of the investigation in the event that **Client** has failed to pay for services rendered and costs incurred.

In the event of a default in the payment of any sums due hereunder, **Client** agrees to pay all costs of collection including but not limited to reasonable attorney's fees, court costs, as well as actual costs incurred in collecting such fees or a judgment rendered by a court of competent jurisdiction. If it becomes necessary to institute litigation to enforce the terms of this agreement, such litigation shall take place in Orange County, California. Interest shall accrue on any unpaid monies owed by **Client** to **DCW & Associates** at the rate of ten percent (10%) per annum or the maximum amount recoverable by law, whichever is less.

**DCW & Associates** agrees to use its best efforts to investigate the matters set forth and perform the services for which it is being retained. **DCW & Associates** makes no express warranties, assurances or guarantees with regard to the work that they will complete. Furthermore, the fees payable to **DCW & Associates** by **Client** pursuant to this agreement are not in any way contingent upon or related to the results of the services performed or the information and details which are developed during the course of the investigation. **Client** agrees that **DCW & Associates** shall conduct such investigation, as it deems appropriate by utilizing any lawful means. \_\_\_\_\_ **Initial**

In the event that **Client** terminates this agreement, **Client** agrees that the retainer shall become non-refundable and shall be forfeited. **Client** further agrees to pay promptly in full all fees for additional services, expenses, mileage or other costs, which exceed the amount of the retainer. This agreement shall be terminated immediately upon either party giving forty-eight (48) hours written notice to the other party.

**Client** further agrees to defend, indemnify and hold **DCW & Associates** and/or its agents and employees harmless from any and all action, courses of action, claims, damages and demands of whatever type arising directly or indirectly from the services **DCW & Associates** are being retained to perform pursuant to this agreement.

This agreement shall be binding upon **Client's** heirs, devisees, legatees, administrators, executors, successors, and assignees.

This agreement shall be construed and interpreted in accordance with the laws of the State of California. If any portion of this agreement is determined to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

All information developed and submitted by **DCW & Associates** and provided to **Client** or **Client's** authorized representative shall be treated as strictly confidential and not released or disclosed to any third party without the prior written authorization of **DCW & Associates**.

This agreement constitutes the entire agreement between the parties with respect to the services to be provided by **DCW & Associates** pursuant to this agreement. There are no other agreements, express, implied, written, oral or otherwise, except as expressly set forth herein. This agreement may only be modified in writing signed by both parties.

Dated: \_\_\_\_\_

**CLIENT:**

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**DCW & ASSOCIATES:**

By:

\_\_\_\_\_