

Janus Investigations.
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www.januspi.com
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RETAINER AGREEMENT

This will confirm that _____, Hereinafter known as CLIENT, is/are employing Janus Investigations, to initiate inquiries and/or conduct an investigation regarding the following matter (SEE ATTACHED CASE ASSIGNMENT / REQUEST FORM).

Janus Investigations hourly rates and travel time for this matter will be \$_____ per hour for the first investigator and \$_____ per hour for each additional investigator if determined necessary by Janus Investigations and \$_____ cents per mile per investigator plus expenses. CLIENT understands and agrees that travel time and mileage to and from the case location is considered part of the investigation and is billed at the above stated rates. Credit card transactions through our website will incur a **3% (percent)** internet processing fee. Florida tax will be calculated at **6.5% (percent)**

A **(4)** four hour minimum applies to all cases. **Twenty four (24) hour notice** must be given by CLIENT to Janus Investigations in case of cancellation by CLIENT. A **(4)** four hour minimum charge will be imposed for each investigator if the CLIENT fails to give **(24)** twenty four hours' notice to Janus Investigations. Client agrees all other cancellations of the contract will forfeit the **3% percent** internet processing fee if applicable.

If courtroom testimony, or deposition, regarding this matter or any matter related to it is required the fee will be **\$150.00** per hour per investigator plus expenses. A **(4)** four hour minimum per investigator per day will be imposed. All courtroom and deposition fees are due in advance. A retainer for the amount must be received 7 days prior to scheduling the investigator(s) for court or deposition. We are not responsible for court delays or cancellations. Forty-eight **(48)** hours notice is required in the event of a cancellation; otherwise your account will be invoiced for each investigator for each day or portion scheduled.

Included in CLIENT bill will be any costs incurred by Janus Investigations for meals, lodging, data inquiries, etc. in reference to this case. Receipts will be obtained for individual expenses exceeding **\$25** and/or where deemed appropriate. CLIENT is responsible for the hourly rates if the subject is active after the investigation goes over the set budget. Two DVD copies of the case surveillance will be supplied to Client "if applicable" at no cost. Additional copies will be invoiced at **\$20.00** for each additional copy.

Janus Investigations will supply statements and/or invoices upon completion of various phases of the investigation, which CLIENT agrees to pay immediately upon receipt. A late payment charge of **5% (percent)** of the unpaid balance per day will accrue on all fees and expenses 7 days or more past due retroactively.

Janus Investigations will commence work in this matter upon receipt of a retainer in the amount of \$_____, which will be applied to the fees and expenses incurred. This retainer is non refundable regardless of the disposition of the case. Any unused retainer will be returned promptly. The set start date for this investigation will be _____, unless determined otherwise by the client or circumstances that may not be conducive for surveillance on this date.

CLIENT and Janus Investigations mutually agree to keep one another fully advised of evolving developments and/or newly developed data that could reasonably be considered helpful to the investigation in progress.

Janus Investigations agrees to faithfully obey all applicable laws of the State of Florida and the United States in the course and scope of this investigation. CLIENT authorizes Janus Investigations to use its best judgment while conducting an investigation in determining when to discontinue surveillance.

Janus Investigations services shall be performed with a degree of skill and care that is required in conformance with accepted professional standards and practices in the private investigative industry. Due to unforeseen circumstances and/or individual driving habits we cannot guarantee that vehicles will not be lost in traffic or that the person being followed will not become aware of our investigator(s). The circumstances surrounding each case are different and we will conduct the investigation in the most professional manner possible.

CLIENT agrees and understands that their presence at a surveillance scene is not necessary and furthermore may expose our presence. Therefore we request that CLIENT does not request locations and/or activities while Janus Investigations investigators are actively engaged in surveillance. If Janus Investigations has reason to believe the CLIENT is engaging in any unlawful manner or to use the information gathered to do any harm to the subject of interest Janus Investigations will terminate surveillance and discontinue work on the case and charge the CLIENT for the hours worked or a minimum of (4) four hours per investigator plus mileage and expenses.

All investigative reports, information, tapes, or documents provided to CLIENT are to be considered exclusive and confidential in nature. CLIENT agrees to restrict the dissemination of investigative findings to only third parties with a legitimate need to know or those authorized by law. CLIENT understands and agrees that all evidence obtained may be the only evidence in existence and CLIENT is fully responsible for it. Janus Investigations shall not be responsible for lost or misplaced evidence. Copies and/or originals may or may not be kept on file.

Janus Investigations is a registered Florida corporation and independent contractor, and shall not be deemed an employee, agent, or partner in any manner of CLIENT. Neither party shall have the authority to make any binding representations or agreements on behalf of the other. This instrument contains the entire contract between both parties. Any other expressions of agreement which is not outlined in this device are null and void. Any amendment or modification of this agreement shall be in writing, duly executed by both parties, and appended to this document.

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.

Should any litigation arise from this case through no fault of Janus Investigations, its employees, subcontractors or associates, the CLIENT shall pay all fees (including \$150.00 per hour court appearance per investigator) in addition to any costs sustained by Janus Investigations in the litigation process.

Janus Investigations declares it is licensed by the State of Florida #A1100270.

This agreement shall be binding upon CLIENT heirs, executors, and personal representatives.

CLIENT, by signing this agreement, certifies he/she has thoroughly examined, fully understands and accepts this contract. Janus Investigations and CLIENT mutually agree that all information regarding this matter will be kept in the strictest of confidence.

Client agrees to the above information and electronically signs below as defined by the "Electronic Signatures in Global and National Commerce Act-S761".

Dated this ____ day of _____, 201__

Client Signature: _____

Janus Investigations: _____

Client Print Name: _____