



6366 Commerce Blvd. #185, Rohnert Park, CA 94928 (877) 296-6808

## RETAINER AGREEMENT FOR PROFESSIONAL INVESTIGATIVE SERVICES

The undersigned individual(s), \_\_\_\_\_, here after referred to as client(s), hereby retains **MKI Private Investigations**, a private investigation firm duly licensed under the laws of the State of California, to represent them in the following investigation:

The balance of all fees shall be charged at a rate of \_\_\_\_\_ and \$ **.60 per mile**, per assigned investigator. **Client** shall be charged for investigations, conferences, telephone calls (including cellular and long distance) drafting, and/or receiving documents, research, printing, faxing, court time and travel time. The minimum number of billing hours charged should an investigator be deposited and/or required to make a court appearance, shall be the equivalent of one half day, or four hours at **\$150.00 per hour**. **Client** also agrees to pay, in addition to the agreed hourly rate, the costs of all other expenses incurred as a result of the investigative efforts, including but not limited to computer database searches ,photographic expenses, lodging, food, and expert witness fees. The unused balance of the retainer, if any, will be returned to the client.

**Client** understands that billing may be on a periodic basis. All billings and fees shall be due and payable upon receipt. **MKI Private Investigations** reserves the right to bill additional amounts as necessary. Additionally, **MKI Private Investigations** reserves the right to terminate the investigator –client relationship for non-payment of fees and costs. If collection becomes necessary to satisfy this contract, client agrees to pay all costs, wages, subpoena service, attorney fees, and 10% interest on the balance due. Any funds not used or earned in the course of the investigation will be returned to the client.

In consideration of the foregoing terms and conditions, client understands that **MKI Private Investigations** shall utilize good faith and its best efforts to investigate the matter set forth above.

Client agrees and understands that no promises of any kind regarding the outcome of this investigation have been made, and client expects no promise(s) of any kind from **MKI Private Investigations**. Furthermore, **MKI Private Investigations** cannot guarantee that the party being investigated will engage in questionable activity, and compensation is not dependent on documenting any particular activity.

**Client** agrees that **MKI Private Investigations** is to conduct the investigation at its sole discretion. **Client** does not request, nor does **MKI Private Investigations** agree to commit any act generally considered illegal , unethical or immoral. **Client** does not request, nor does **MKI Private Investigations** agree to violate any vehicle code laws during the course of any moving surveillance, even to the extent of losing contact with the subject. **MKI Private Investigations** and its agents retain the discretion to terminate surveillance (moving or otherwise) if, in its opinion, continuation of the surveillance may compromise the investigation or compromise the safety of the investigator(s).

**MKI Private Investigations** will divulge no information to any party or agency, governmental or otherwise, without the express written authorization of the client, client's attorney or a court order.

**Client** understands and agrees that any and all public record sources given to client by **MKI Private Investigations** are for information purposes only. **MKI Private Investigations** assumes no liability for accuracy, completeness or omissions. **Client** agrees to contact the appropriate governmental agency for any

official necessary information for verification or authentication of such public records.

**Client** understands and agrees information provided through **MKI Private Investigations** is based on criteria provided by client, which should be verified prior to submission by client. **MKI Private Investigations** assumes no responsibility for accuracy of this information and or its subsequent application by client.

**Client**, client's heirs, beneficiaries, devisees, legatees, administrators and assignees, further agree to indemnify and hold harmless **MKI Private Investigations** and /or its agents and employees from any and all actions, causes of actions, claims, damages and demands, arising directly or indirectly from the investigation(s) requested above.

If any portion of this agreement is determined to be invalid, the invalid portion shall be stricken, however the remainder of the agreement shall retain its full legal force and effect.

Michael Kellerman

\_\_\_\_\_  
**Michael Kellerman**  
Owner **MKI Private Investigations**  
California PI License 21926

**Date** \_\_\_\_\_

**Client** (Print) \_\_\_\_\_

**Client** Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Address \_\_\_\_\_