



Visions Private Investigation

4813 N. Broadway Street

Knoxville, TN 37918

(865) 382-0391

TN Private Investigation Company License # 1832

INVESTIGATIVE SERVICES AGREEMENT

This Investigative Services Agreement (the “Agreement”) is entered into by and between Robert E. McCarter d/b/a Visions Private Investigation (“Visions”) and _____ (“Client”) (Visions and Client are collectively referred to herein as the “Parties”), as of _____ (the “Effective Date”).

CLIENT INFORMATION

Name: _____ Date: _____

Current Address: _____

Phone Number: _____ E-mail Address: _____

Name and Phone # of Lawyer, if any: _____

Is There an Order of Protection Currently In Place? _____

Best Start Time and Why: _____

If a Court Case is Pending, Court and Docket Number: _____

Temporary Court Date: _____ Day of Week: _____

Judge: _____

SUBJECT INFORMATION

Name: _____

Current Address: _____

Phone Number: _____ E-mail Address: _____

Name and Phone # of Lawyer, if any: _____

Directions: _____

Description: _____

Distinguishing Marks: _____

Vehicle Make/Model: _____ Vehicle Color: _____

Driver's License Number: _____

Children's Names: _____ Age: _____

Babysitter's Name: _____ Address: _____

Known Hangouts: _____

Friends: _____

Any Additional Relevant Information: _____

SIGNIFICANT OTHER INFORMATION

Name: _____

Current Address: _____

Phone Number: _____

E-mail Address: _____

Description: _____

I. SCOPE OF WORK: Client hereby retains Visions to conduct surveillance, location, photography, document research, interviewing, background searching, and/or other investigation services set forth more specifically as follows: _____

_____.

The investigative activities described above will begin on or about: _____.

Client agrees to pay all fees, expenses, and other costs hereinafter incurred as a result of this investigation. As such, Client agrees that Visions is empowered to perform the services described above for and on behalf of Client, as well as to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of Client. The parties hereby agree that the investigative services described above have been requested by Client under this Agreement and will be provided by Visions, but Client acknowledges and agrees that the actual time and manner in which the following investigative services are conducted shall be left to the sole discretion of Visions.

II. FEES AND EXPENSES: In consideration for Visions providing the services described above on behalf of Client, Client hereby agrees to pay to Visions the following fees:

Hourly Rate: _____

Hourly Rate (Depositions and Court Appearances): _____

Additional Hourly Rate, if Applicable: _____

Additional Unit (upon Agreement): _____

Flat Rate, If Applicable: _____
Set-up Fee: _____
Equipment Security Deposit: _____ Mileage
Rate: _____
Consultation Fee: _____
Incidentals, If Any: _____

All hourly contracted work is subject to a six-hour minimum charge. Hours and mileage begin and end at the base of operation.

The Parties agree that Client shall pay to Visions a retainer of: \$_____ before any services covered by this Agreement are initiated. The Client agrees that, after chargeable activities equal to the retainer amount have been completed,

_____ (client initials) Visions is authorized to continue the investigation for up to _____ additional hours of billable time at the hourly rates specified above.

_____ (client initials) No further investigative activities are authorized.

Visions will forward to Client regular statements listing all time and expenses incurred in the investigation. Fees and expenses are due and owing immediately upon completion of services.

Client understands and agrees that a monthly interest charge of 1.5% will be applied to any unpaid balance over 30 days past due.

Client agrees to compensate Visions at the agreed upon rates (including reimbursement for expenses) for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. Visions shall not be responsible for court delays or cancellations. 48 hours' notice is required in the event of any cancellation; otherwise, Client will be invoiced for each investigator for each day or portion scheduled.

A security deposit must be made on any equipment (cameras, audio equipment, other video equipment, etc.) used for surveillance or during the investigation by Visions or parties professionally associated with Visions. The deposit ensures that any equipment will be returned in the same condition as it was received.

Client recognizes that Visions will likely incur expenses directly associated with conducting the investigative services covered by this Agreement. As such, Client shall be responsible for all reasonable expenses, including, but not limited to, mileage, tolls, parking, overnight accommodations, meals, admission fees, videotapes, CD's, DVD's, photographic film and processing, long distance telephone charges, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by Client.

IF CLIENT IS AN ATTORNEY OR LAW FIRM AND HAS CONTRACTED FOR THE SERVICES OF VISIONS TO ASSIST IN ANY MATTER ON BEHALF OF THE ATTORNEY OR LAW FIRM'S CLIENTS OR IN ANY CASE BEING HANDLED BY THE ATTORNEY OR LAW FIRM, THEN THE ATTORNEY OR LAW FIRM HEREBY EXPRESSLY ACKNOWLEDGES, COVENANTS, AND AGREES THAT THE OBLIGATION OF THE ATTORNEY OR LAW FIRM TO PAY THE INVESTIGATOR FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT UPON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE INVESTIGATION, OR (2) THE ATTORNEY OR LAW FIRM BEING PAID BY ITS CLIENT, OR (3) THE ATTORNEY OR LAW FIRM'S CLIENT BEING SATISFIED WITH THE RESULTS OR OUTCOME OF THE INVESTIGATION.

III. CANCELLATION: Client must provide Visions with a minimum of eight hours' notice in case of any cancellation of any scheduled activity. A four-hour minimum charge will be imposed if Client fails to give eight hours' notice to Visions.

CLIENT EXPRESSLY AGREES THAT IN THE EVENT CLIENT EXECUTES THIS AGREEMENT AND THEN WISHES TO CANCEL THIS AGREEMENT AFTER VISIONS HAS BEGUN OR SCHEDULED ANY SERVICES SET FORTH IN THIS AGREEMENT, THAT AN AMOUNT EQUAL TO SIX HOURS BILLED AT THE HOURLY RATE SPECIFIED IN THIS AGREEMENT SHALL BE PAID TO VISIONS AS A CASE INTAKE FEE. CLIENT ACKNOWLEDGES THAT VISIONS HAS TO SCHEDULE ASSIGNMENTS IN ADVANCE IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM SURVEILLANCE AND OTHER INVESTIGATIVE SERVICES FOR CLIENT AND FOR VISIONS' OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RESCHEDULED TO OTHER CLIENTS.

IV. USE AND ACCURACY OF INFORMATION: Client assumes responsibility to provide accurate information concerning the investigation. Visions is not responsible for unproductive investigative time resulting from inaccurate information supplied by Client.

Database search reports are performed strictly based on the information provided on the subject by the Client. Any error in spelling, format, or sequence of letters, words, or numbers can result in incorrect information. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions, and might also contain confidential source information. All attempts are made to maintain the integrity of this data. Visions cannot be held liable for inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by Visions; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly

recommended that any information gathered be cross-referenced with “Original Source” information.

Visions is NOT a consumer reporting agency. Visions promotes the responsible use of information that it provides and reserves the right to withhold any information which Visions deems, in its sole discretion, to be outside the scope of a permissible purpose as defined by state and/or federal laws or regulations. “Confidential Information” shall not include such information as is or becomes part of the public domain through no action of Visions. Client is responsible for safeguarding the information provided from unauthorized third party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon Client and Client’s representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information. Furthermore, Client affirms that the information requested and/or learned during the investigation will not be used, directly or indirectly, for purposes of harassment, stalking, intimidation, threatening, causing harm, or for any other illegal purpose(s).

Client attests that Client has not misrepresented the purpose for requesting the services that Visions provides. Visions reserves the right to refuse service to the Client for any issue of security, safety, lawfulness, or ethics.

V. COMMUNICATION: Visions agrees that it will maintain reasonable communications with Client during the period of the investigation. Client agrees that meetings and conversations with Visions representatives may be billed to Client at the hourly rates specified above.

Client agrees that no verbal updates will be provided to Client while Visions is engaged in or in the process of performing any surveillance assignments. Oral reports will be provided within 48 hours after the information is obtained or the investigation is concluded. Client further agrees that if Client is represented by an attorney that Visions may, at its sole discretion, provide reports directly to Client’s attorney. Client understands that Client may be needed to provide information to Visions while in the course of a surveillance assignment, but Visions is not obligated to provide a report to Client at the time the additional information is requested. Client further agrees that, if Client retains an attorney after entering into this Agreement, Client must provide Visions with notice of the name and contact information for the attorney.

Unless waived by Client, Visions agrees to provide, within 15 days of the conclusion of the investigative services covered by this Agreement, a written report detailing the hours worked, activities completed, and results of the investigation. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, Visions will not be responsible for information contained within database reports over which Visions has no control with regard to content.

Original notes and work product will not be released to Client and remain the property of Visions. Visions reserves the right to withhold any and all reports and/or evidence pending payment of all work in full.

VI. CLIENT INTERFERENCE: Client acknowledges that any interference in this investigation by Client or by Client's friends, relatives, agents, or employees will jeopardize the ability of Visions to provide services under this Agreement. Client further acknowledges that interference includes, but is not limited to, calling Visions and/or its employees and contractors while they are trying to perform investigative duties and/or surveillance, driving past locations under surveillance, and/or visiting locations near the location under surveillance. Client agrees not to interfere in any manner whatsoever, or to instruct or cause anyone else to interfere, directly or indirectly, while Visions is in the course of this investigation. Client understands and agrees that, in the event Client interferes in the investigation or the investigation is compromised in any way by the actions of Client or the actions of any person or persons associated, directly or indirectly, with Client, Visions has the right to cease all work immediately and terminate this Agreement, in which case Client will forfeit any unused portion of the retainer.

VII. DISCLAIMERS: Client expressly acknowledges that Visions' fees for services are NOT contingent on the outcome or results of the above-referenced investigation.
VISIONS

MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION. No illegal or unethical services will be knowingly provided by Visions, and CLIENT certifies that Client is not knowingly requesting any illegal services. Visions reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in Visions' sole opinion detrimental to Visions. Visions will perform services in compliance with all state and federal laws, regulations, and best practices. CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.

VIII. CONFIDENTIALITY: All investigative findings furnished to Client are exclusively for Client's own use. Client agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know or are authorized by law. Client will hold Visions harmless from any and all damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with arising out of claims based on investigative findings provided to Client, and for which Client fails to keep strictly confidential. Visions will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized in writing by the Client or ordered by a court.

IX. CREDIT CARD AUTHORIZATION: By Client providing Visions with Client's credit card information, Visions is authorized to charge Client's credit card as Visions may deem necessary to pay off any outstanding balances, additional requested services by Client, court

appearances, or any appearance requested by any party associated with this investigation. Client further acknowledges that Visions' fees are based on information, whether negative or positive to Client's case, along with accrued time and expenses. Visions shall be entitled to all invoiced fees, regardless of the value of the information developed by Visions. Client waives any right to dispute or "chargeback" on any credit card charges made by Visions that can be justified with an invoice. Client understands that any dispute of charges can and will be resolved in court and not through the credit card company for the card provided to Visions.

X. INDEMNIFICATION: Client agrees to and shall indemnify, defend, and hold harmless Visions, its owners, officers, employees, affiliates, successors, related entities, agents, and representatives from and against any and all claims, causes of action, lawsuits, third party claims, damages, losses, liabilities, taxes, sanctions, costs, and expenses, whether civil, criminal, administrative, or disciplinary in nature, including any attorneys' fees or other legal fees, suffered or incurred in connection with or arising out of claims based on (1) investigations conducted by Visions for Client; (2) investigative results provided by Visions to Client; or (3) Visions' performance under this Agreement, except for illegal acts or negligence on the part of the Visions or its agents or employees.

XI. RELEASE: Client hereby releases, waives, discharges, and covenants not to sue Visions, its owners, officers, employees, affiliates, successors, related entities, agents, and representatives from any liability to Client, as well as Client's employees, agents, personal representatives, heirs, assigns, and next of kin for any loss or damage, and any claims or demands therefor, on account of injury to person or property, including injury resulting in death, whether caused by negligence or otherwise, during the course of Visions' performance of this Agreement. Client further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

XII. SUCCESSORS AND ASSIGNS/ADDITIONAL INVESTIGATORS: To the extent permitted by law, Visions may assign this Agreement to any subsidiary or affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise). This Agreement shall inure to the benefit of Visions and to its permitted successors and assigns. Client may not assign this Agreement or any part hereof.

Client further agrees that Visions, at Visions' sole discretion, may use sub-contracted investigators and may immediately engage one or more additional investigators, to be billed additionally at the agreed upon hourly billing rate, in the course of any assignment where Visions determines that one or more additional investigators is needed immediately.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Tennessee without regard to conflicts-of-law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in Knox County,

Tennessee. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. If either party brings an action to enforce their rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action from the losing party, in addition to any other damages awarded.

XIV. ENTIRE AGREEMENT: This Agreement contains all the understandings and representations between Client and Visions pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

XV. MODIFICATION AND WAIVER: No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Parties. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

XVI. SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

XVII. CAPTIONS: Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

XVIII. NOTICES: All notices and other communications hereunder shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid) to the parties' address as listed at the beginning of this Agreement.

XIX. COUNTERPARTS: Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail, or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY. BY SIGNING THIS AGREEMENT, CLIENT HEREBY PERSONALLY CERTIFIES AND AFFIRMS THAT THE INFORMATION SUPPLIED ABOVE IS TRUE AND ACCURATE TO THE BEST OF CLIENT'S KNOWLEDGE. CLIENT FURTHER REPRESENTS AND AFFIRMS THAT CLIENT IS AUTHORIZED TO ORDER THIS INVESTIGATION AND TO FINANCIALLY CONTRACT FOR THIS ASSIGNMENT. IN THE EVENT CLIENT IS A PARTNERSHIP, CORPORATION, OR OTHER LEGAL ENTITY AND CLIENT FAILS TO PAY FOR SERVICES COVERED BY THIS AGREEMENT, THE UNDERSIGNED SIGNATORY ON BEHALF OF THE ENTITY AGREES TO BE PERSONALLY RESPONSIBLE FOR ANY AND ALL FINANCIAL OBLIGATIONS ASSOCIATED WITH THIS INVESTIGATION. CLIENT ALSO AGREES AND UNDERSTANDS THAT KNOWINGLY SUPPLYING FALSE OR MISLEADING INFORMATION MAY RESULT IN VISIONS TERMINATING THIS AGREEMENT.

CLIENT FURTHER AGREES AND UNDERSTANDS THAT THIS AGREEMENT SHALL NOT BECOME ENFORCEABLE OR OTHERWISE LEGALLY BINDING UNTIL SUCH TIME AS IT HAS BEEN SIGNED BELOW BY BOTH CLIENT AND VISIONS.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CLIENT (if an individual):

Date: _____

Print Name: _____

VISIONS:

Robert E. McCarter d/b/a
Visions Private Investigation

Date: _____

CLIENT (if a business):

Name of Entity: _____

By: _____

Its: _____

Date: _____

Print Name: _____