



S.W. Herring International

A Professional Private Investigative Organization State License PI#25049

S. W. HERRING INTERNATIONAL

CLIENT RETAINER AGREEMENT

This Agreement, made this _____, day of _____, 20_____, between _____, (name) of _____, (City & State) hereinafter known as "Client", and **S. W. Herring International**, hereinafter known as: "Agency".

(1) Client retains Agency for the purpose of: _____

(Use separate piece of paper if extra space is needed to explain matter)

(2) Client agrees that Agency is empowered to perform said services for and on behalf of Client, and to do all things necessary, appropriate, or advisable in performing said services.

(3) Agency agrees to conduct this investigation with due diligence to protect the interests of Client, and agrees that whatever confidential information is obtained while conducting the investigation will only be given to Client unless Client instructs otherwise.

(4) Client herein acknowledges and understands the investigators and their agents are not attorneys and cannot give legal advice to Client,

(5) Client agrees to pay a retainer for services of Agency or his Agents the sum of \$ _____. The hourly rate shall be \$ _____ per hour, plus \$ _____ per mile, plus actual costs and expenses for each Agency authorized by Client to work on Client's behalf. The hourly rate plus costs and **EXPENSES** will be deducted from the retainer.

The Term "**EXPENSES**" includes, but is not limited to filing fees, film and developing, recording tapes and supplies, parking, and incidental expenses in connection with the investigation.

(6) All Services require a retainer to be paid in advance. **RETAINERS ARE NOT REFUNDABLE.**

(7) It is also agreed upon that in the event investigators appear as a witness in a court of law on the Client's behalf, Client agrees to compensate investigators at the same hourly rate, same mile fee, and al expenses for said court case on an as needed bases.

(8) Any portion of the retainer not earned by Agency at the termination of the investigation will be promptly refunded to Client.

(9) It is agreed that Agency has made no guarantee to Client as to the results regarding the above-stated matter.

(10) Client further agrees that all monies owed to Agency at the completion of this investigation will be paid in full at that time. All monies not paid in full as agreed will be subject to a one and one-half percent (1-1/2%) interest charge per month or any portion thereof for each an every month the balance remains unpaid. Client further agrees to pay all costs of collection plus reasonable attorney fees.

(11) All reports furnished to Client by Agency are for the express use of Client only. Client agrees to hold Agency harmless from any and all damages, which are occasioned by any disclosure of any part of said reports.

In Witness Whereof, the Parties have hereunto agreed to enter into this contract.

CLIENT: _____ DATE: _____

ACCEPTED FOR AGENCY BY: _____ DATE: _____