

# AGREEMENT (General)

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter known as the **CLIENT**, and Paul Dugas or Maria Dugas as representative(s) for Dugas Legal Investigative Service, L.L.C., hereinafter known as the **DLI**:

WITNESSTH: That the CLIENT and the DLI agree to the following terms and conditions:

- 1. TYPE OF INVESTIGATION:** That the DLI shall conduct the following type of investigation:  
 DOMESTIC     SURVEILLANCE     BACKGROUND     LOCATION     OTHER: \_\_\_\_\_
- 2. RATE/FEES:** DLI shall complete the above described investigation for the rate \$85.00 per hour for two investigators (\$65.00 per hour for one investigator) plus expenses and mileage. Investigative rates per investigator for holidays, Sundays or rush jobs are subject to an increased hourly rate. **EXPENSES:** Expenses are defined as any expense incurred by DLI in connection with the investigation and services required under this agreement and shall include but are not limited to the following parking fees, travel expenses, computer database research fees, long distance telephone charges, cellular phone calls, meals, mileage, logging, report of investigation, copy of surveillance videotape on DVD, etc. Additional charges may be incurred in out-of-state investigations. All expenses will be disclosed to the CLIENT on the statement from the DLI.
- 3. BACKGROUND/LOCATION/DATABASE FEES:** CLIENT shall be charged a fee for each search or database request made on their behalf. CLIENT will be charged for "No Hits" which means that the database or search produced no information. Search or database results on based on the information provided; therefore, the spelling of a name, SS#, and other information must be correct. In addition to database fees, CLIENT may also be charged the hourly investigative rate(s) stated above.
- 4. RETAINER:** An advanced retainer fee of \$\_\_\_\_\_ shall be paid to DLI upon execution of this contract. This retainer shall be applied to the fees and expenses set forth herein. An additional retainer may be required from CLIENT if the costs of the investigation set forth herein substantially exceed the initial retainer. Any additional retainers received after the commencement of the investigation shall be applied to the fees and expenses set forth herein.
- 5. FORFEITURE:** The CLIENT must be completely honest with DLI regarding all information provided about the investigation including but not limited to facts, prior investigator(s) assigned to matter, documents, and restraining orders. Any failure by CLIENT to report or inform DLI about any information regarding the investigation is considered an automatic termination of services. CLIENT forfeits the full amount of the retainer paid herein above to DLI regardless of the amount of work, expenses incurred or hours completed on the investigation.
- 6. NO GUARANTEE -** I acknowledge that DLI has made no promise or guarantee regarding the outcome of the investigation.
- 7. BILLING:** Billing by DLI shall be forwarded to the CLIENT upon completion of the investigation set forth herein. **ALL STATEMENT CHARGES ARE DUE UPON RECEIPT.** Unless otherwise agreed upon all amounts due shall bear interest at the rate of 12% per month commencing 30 days after the date of first billing until paid in full. DLI can refuse to turn over any information, evidence, videotape or documentation gathered in connection with this investigation for non-payment of fees and expenses as billed.
- 8. LEGAL FEES/COURT COSTS:** In the event that an attorney is employed to collect sums due or other contractual failure by the CLIENT arising under this agreement, CLIENT shall pay a reasonable attorney's fee. CLIENT shall pay any and all court costs if DLI must seek legal action against him under this agreement. **INTEREST:** In the event that DLI must file a lawsuit against the CLIENT for non-payment or other action against the CLIENT under this agreement, CLIENT shall pay 21% per annum interest on any and all sums due to DLI from the date of filing of judicial proceedings until paid in full.
- 9. COMPENSATION FOR LEGAL ACTION AND EXPENSES:** If the DLI must file any lawsuit or legal action against the CLIENT, CLIENT shall pay the DLI at the hourly rate stated herein above for any time spent in court and preparing for court. This sum will be added to the principal sum due by the CLIENT to the DLI and interest will be charged thereon as stated herein until paid in full. CLIENT shall pay DLI for any and all expenses incurred in connection with locating the CLIENT, preparation of this litigation and other charges deemed connected to this litigation by adding the same to the principal sum due by the CLIENT and interest will be paid thereon as stated herein.
- 10. INVESTIGATIVE FEES FOR COURT:** If a representative of DLI must appear in court to testify on behalf of the CLIENT, CLIENT shall pay DLI, the investigative rate per investigator stated above for the entire time that the DLI is in court waiting to testify, travel time to and from court, standby time for court or testifying in court.

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- 11. **CANCELLATION or TERMINATION OF AGREEMENT:** Any and all cancellation or termination of this agreement must be forwarded in writing by said party to the other party hereto. If the CLIENT or DLI chooses to cancel this agreement, the DLI shall charge the CLIENT 45% of any retainer deposit with the DLI for the subject investigation or the DLI'S actual costs, expenses, and time/fees invested in the investigation at the time of cancellation and refund the remainder of said retainer.
- 12. **CONFIDENTIALLY:** Pursuant to LSA - R.S. 37:3520, it is unlawful for DLI to knowingly divulge to anyone, other than his CLIENT or to such person as his CLIENT may direct, or as may be required by law, any information acquired during the investigation. CLIENT hereby authorizes DLI to communicate openly with CLIENT'S attorney regarding the investigation.
- 13. **ONLINE PAYMENTS:** DLI provides CLIENTS the ability to pay their retainer or investigative fees online by credit card or online account. DLI charges a fee for this service which will be applied to the CLIENT's account as an expense.
- 14. **BINDING/CHANGES TO AGREEMENT:** This Agreement shall be binding on the parties hereto, their assigns, successors, representatives or administrators. No verbal statements made by either party may alter, amend, change or add to this Agreement unless the same is put in writing and signed by both parties hereto and then attached hereto and made a part hereof.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

CLIENT: (Print: \_\_\_\_\_)

**DUGAS LEGAL INVESTIGATIVE SERVICE, L.L.C.**

By: \_\_\_\_\_

Paul Dugas  
 Maria Dugas