

# The Special Investigations Unit

Private Investigations Agency • [www.thesiu.com](http://www.thesiu.com)

Lawrence J. Hamilton CIP, FCLS

Qualified Manager/Owner

CA PI License # 16367

## GENERAL PROFESSIONAL SERVICES AGREEMENT

### CLIENT INFORMATION:

CLIENT CASE #: **2023-**

Name: \_\_\_\_\_ Title: CLIENT

Physical Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Landline: \_\_\_\_\_ Email: \_\_\_\_\_

This agreement is dated as of \_\_\_\_\_ between the above-named client (hereinafter referred to as "CLIENT") and LAWRENCE J HAMILTON & ASSOCIATES dba THE SPECIAL INVESTIGATIONS UNIT (hereinafter referred to as "LJHA" and/or "TheSIU"). These agreement / terms are in effect for one (1) year and for all subsequent case investigations until either cancelled or revised by both parties. Any revision must be signed by all parties.

1. **REQUESTED SERVICES:** LJHA will endeavor initially to provide the following services, as the law allows. Additional requests and modifications will be made in writing.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(Additional pages attached as required. Services will have to be agreed upon by all parties)

2. **REPORTS:** LJHA shall provide CLIENT with investigative services which may result in written reports, recorded statements, documents, photographic, video, audio, and related materials, as set forth by the terms and conditions below. CLIENT agrees that all reports will be submitted and received subject to the conditions of this Agreement. Reports may be delivered via US Mail, faxed upon consent from CLIENT, emailed, hand delivered or delivered telephonically. Written reports may not be available in every case, at the discretion of LJHA. Whenever possible, verbal or informal reports will be provided within one week after the conclusion of an activity. Reports are billed at the same hourly rate as set forth in ¶ 5 at the rate of three (3) pages per hour, including editing, proofing and finalization.

3. **SECURITY:** LJHA will not provide information that could result in harm or confrontation, such as current location of an offending party. In people locate cases such as "lost loves" and adoption cases, LJHA reserves the right to contact the person located and allow them the right to refuse contact. Should contact be refused, CLIENT acknowledges that this Agreement has been fulfilled, and payment due. Sensitive personal information such as Social Security Numbers will be maintained in LJHA's files and supplied on an "as needed" basis. CLIENT understands that knowingly supplying false, misleading or incomplete statements or information to LJHA relating to said assignment will result in immediate termination of said assignment and forfeiture of all retainers and money paid to LJHA.

**WARRANTY:** LJHA shall provide its services and meet obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendation or performing the service which meet generally acceptable standards in LJHA's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to LJHA on similar projects.

Initials: \_\_\_\_\_



San Diego County: 1286 University Avenue, Ste. #740, San Diego, CA 92103-3312

Riverside County: 39520 Murrieta Hot Springs Road, #219-209, Murrieta, CA 92563-7714

Off: (619) 251-7898 • Toll Free: (888) 655-4748 (4SIU) • Fax: (619) 270-2578



5. **DISCLAIMER:** CLIENT acknowledges that LJHA investigates and reports on facts, which may or may not meet with the expectations and wishes of CLIENT. CLIENT agrees to pay LJHA for all services rendered regardless of the outcome of said services. While LJHA makes every effort to provide and verify accurate and complete information, CLIENT acknowledges that there is no guarantee that the results will meet CLIENT's expectations or wishes. CLIENT acknowledges that incorrect data sources, safety factors, legal issues, poor lighting and other factors may influence the quality of work product, and outcome of the case. This includes, but not limited to factors outside of our control (e.g. subject out of town, does not come out of the residence, etc. )
6. **DISCLAIMER OF GUARANTY:** In consideration of the foregoing terms and conditions, CLIENT understands that LJHA shall, with due diligence, utilize its efforts to investigate the matter set forth above. However, under no circumstance will the outcome of any case be guaranteed. Nothing in this Retention Agreement, and nothing in LJHA's statements to CLIENT, will or should be construed as a promise or guaranty as to the outcome of any contemplated representation of CLIENT'S interests. LJHA, directly and through any individual employees or agents, makes no promises or guarantees regarding the outcome of CLIENT'S representation, and has specifically informed CLIENT that the outcome is uncertain and cannot be accurately predicted. Any comments about the possible and probable outcome of the contemplated representation are, and should be treated, as only LJHA's expressions of opinion and intended effort. LJHA has researched known characters involved in this case as per client's advice. There is no known conflict. No one at LJHA is personally aware of or involved with known person other than what LJHA has read in the newspaper/internet or seen on television. At any time if anyone at LJHA discovers that there may be a conflict or personally knows anyone on opposing investigation or legal counsel, LJHA will inform the CLIENT of such relationship. Furthermore, all data searches are done via electronic means; if a source of investigation is not electronically accessible, LJHA makes no guarantees regarding the discovery of said inaccessible, non-electronic data. If, at any time, CLIENT wishes LJHA to research said inaccessible, non-electronic data, LJHA will do so for a pre-agreed upon fee and other customary expenses.
7. **RATES & INVOICES:** CLIENT agrees to pay LJHA for all routine work at the rate of \$125.00 (One Hundred Twenty-five Dollars) per hour, per investigator; Mileage will be charged at the rate of \$ .75 (Seventy-five cents) per mile within San Diego County, and .70 cents per mile for each mile outside of the county. Certain services, such as computer forensics, may require a specialist whose rates may vary. CLIENT agrees to pay expenses, including but not limited to: media, equipment, postage, phone calls, administrative costs, travel costs, hotel, and per diem expenses. Third party billings and payments are not allowed under this agreement and the client is responsible for payment. **Invoices not paid within 30 days are subject to an 18% APR or a \$25.00 late fee, whichever is greater.** By executing this agreement, you agree to any late fees or additional unpaid charges. FLAT RATE pricing will be used where indicated (Database, Bank Searches and Other Investigations are billed accordingly per fee schedule). All other investigation will be invoiced as indicated in this paragraph. Note, there is a 3% convenience for use of a credit card when the invoice is charged. **CANCELLATION of less than 48 hours will incur a 50% cancellation fee for the hours reserved/retainer for the assignment. Initials: \_\_\_\_\_**

**BILLABLE TIME** includes, but is not limited to, Telephone calls, preparation and sending of communications, review of documents and/or communications from the Client; conducting and/or review of computer searches; arranging for and/or conducting investigations and/or surveillance, interviews conducted in persona and/or by telephone; travel to and from interviews, field investigations and/or surveillance locations, delivery and/or copying of documents. Billable time and mileage shall begin upon departure of TheSIU offices and ends upon return to The SIU Offices or to/from the Associate Investigator's home/office. Reports are generated on all cases and at the discretion of LJHA are invoiced at three (3) pages per hour (final product).

Telephonic conversations with CLIENT and others shall be considered part of the investigation and payable at the same rate per investigator, as well reporting & dictation time, both verbal and written, review of letters and correspondence, travel time, legal and other research, and any other services relating to CLIENT'S file. All time and mileage is accrued / measured portal to portal from LJHA's office. **A minimum of 4 (four) hours per day will be charged for all assignments for field and/or surveillance investigations.**

The taking of depositions and court **ordered testimony will be billed at the hourly rate of \$225.00 per hour. Court appearance and/or investigator on standby will be charged in 4-hour increments.** LJHA reserves the right to bill for lost or missed time in the event of a cancellation or postponement, whether the cancellation or postponement is caused by the CLIENT, witness, court, Hearing Officer, attorney(s) for the defendant(s) or opposing side. It is agreed that any and all court appearances and preparation for same, pertaining to this case are billed at the rate of \$225.00 per hour as set forth in this paragraph, plus associated expenses as listed above.

Initials: \_\_\_\_\_



8. **RETAINER & PAYMENT:** CLIENT shall pay a retainer in this instance of \$\_\_\_\_\_ prior to LJHA commencing said investigation. (This retainer may be waived only if previously discussed in advance). LJHA will notify CLIENT when an additional retainer is required. In most cases, work will not proceed until that retainer is received. LJHA is not required to extend credit to CLIENT; however, should a balance become due, it is payable immediately upon notification to CLIENT. **In the event a credit card is on file and is unable to be charged for the invoice, a \$75.00 fee will be accessed to the total invoicing as an additional processing fee. The CLIENT shall be responsible for payment, even if a Third Party is to pay for said services. The credit card will be charged immediately at the time of invoicing to the client prior to the final work product is sent if no retainer is received / obtained.** Any retainer not used will be refunded at the time of the final invoicing via company check.
9. **UPFRONT PAYMENT (RETAINER) FOR OUT-OF-STATE CLIENTS:** In consideration for the execution and delivery of this Agreement by LJHA, out-of-state CLIENTS will pay LJHA upfront estimated fees (retainer) before any work is completed. In the event the retainer is exhausted prior to the completion of the investigation, an additional retainer shall be required to complete the investigation. If a retainer is not received (at the discretion of LJHA), payment is due at the time of invoicing. **If payment is not received within 30 days, the credit card on file will be charged on the 30<sup>th</sup> day, without further notice.**
10. **LATE PAYMENT PENALTY:** Should any payment or of any other sum due hereunder be received by LJHA more than thirty (30) calendar days after the date of invoicing, the CLIENT shall pay a late payment penalty fee equal to one point five PERCENT (1.5%) of the total amount due or \$25.00 per month (whichever is greater) for such payment is past due. All accounts errant past 180 calendar days will be turned over to a collection agency. CLIENT agrees to pay all costs incurred by LJHA, including time and reasonable attorney's fees, in the collection of delinquent fees. Any legal proceedings will be litigated in the State of California.
11. **THIRD-PARTY BILLING:** CLIENT'S contractual obligation to pay for LJHA's services is a personal executory contract when services have been rendered and does not depend upon the findings which LJHA renders, on the outcome of any legal action, mediation, arbitration, or on the amount or terms of any settlement of third party matters, nor upon any contractual arrangement between CLIENT and third parties.
- The Client who executes this agreement by signature below shall remain liable to TheSIU for all charges rendered under this agreement and shall be directly responsible to TheSIU for all invoices due within 30 days. TheSIU does not accept third party billings / third party clients without written authorization between TheSIU and the Client.
12. **PRO-RATA BILLING:** If this Agreement is terminated before the project is complete, the CLIENT will be obligated to pay for only the pro rata portion of the work that has been completed. If payment has been provided and the agreed upon services have not been delivered, LJHA will refund The Client the pro rata portion of the work that has not been completed. LJHA shall provide detailed invoices and shall maintain, and provide, upon request, back-up documentation for a period of one year from the date of the respective invoices.
13. **DISCRETION:** CLIENT does hereby agree that LJHA shall conduct the investigation at its sole discretion via any lawful means it deems to be appropriate. LJHA may employ multiple agents, specialists, or subcontractors at its sole discretion.
14. **LEGAL COMPLIANCE:** In the process of obtaining requested information, LJHA will comply with all provisions of Federal, State, and Local laws and regulations. LJHA assumes that all information provided to CLIENT will be used for lawful purposes only and CLIENT acknowledges that it has represented such to LJHA. CLIENT also warrants that information supplied to CLIENT will be used in accordance with all Local, State, and Federal laws. LJHA may cancel this agreement at any time if in our judgment, the investigation jeopardizes the safety of its agents or others, if it is found that CLIENT has made misrepresentations to LJHA or is in violation of the law.
15. **INDEMNIFICATION:** CLIENT agrees that CLIENT'S request for information is permitted by law, and that CLIENT intends to use the information for a purpose permitted law, and no other purpose. We do not assume any liability arising out of the use of LJHA's work product, by CLIENT or others. CLIENT, CLIENT'S heirs, beneficiaries, devisees, legatees, administrators and assigns, or any user of the work product provided to CLIENT by LJHA agree to indemnify and hold LJHA, its officers, agents, subcontractors and employees harmless from any and all causes of action, liabilities, claims, damages and demands or whatever type, including attorney fees, expenses, costs, and judgments arising from CLIENT'S use or possession of the information furnished by LJHA.

Initials: \_\_\_\_\_



16. **CONFIDENTIALITY:** LJHA will keep and maintain all reports strictly confidential. Except where required by law, to prevent harm or to enforce this Agreement, no information from reports will be revealed to the person reported on or to any other person or entity unless CLIENT gives express written consent. Nonpayment, misrepresentation, or other agreement violations will constitute a waiver of CLIENT'S right to confidentiality, as required by LJHA to collect on monies owed, or prevent harm.
17. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties. **This agreement is in effect for all future cases unless revised and signed by both the client and LJHA.**
18. **RESPONSIBILITY:** CLIENT agrees that LJHA is engaged solely by yourself or your company, regardless of any third party's ability and/or willingness to pay, and further agree that if any monies owed are not paid by CLIENT or CLIENT'S FIRM within thirty days after request is rendered, they will be subject to the maximum legal interest rate per month and CLIENT will be responsible for any reasonable expenses associated with collections including, but not limited to, our time at our standard hourly rate and all attorney fees and costs related to collection of any past due amounts from CLIENT. A failure to pay will void confidentiality. CLIENT warrants that CLIENT is able to enter into this Agreement on behalf of CLIENT &/or CLIENT'S FIRM and has the authority to hire LJHA. CLIENT personally guarantees payment. Client waives the right to charge back funds or stop payment on checks. All payments are final.
19. **SEVERABILITY:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. A fax copy of this agreement will serve as an original. Photocopies of this Agreement will be considered as valid as the original.
20. **AMENDMENT:** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
21. **GOVERNING LAW:** This Agreement shall be entered in the jurisdiction of the offices of LJHA, in San Diego, California, and construed in accordance with the laws of the State of California, County of San Diego or County of Riverside; whichever is closer to the client's mailing address.
22. **NOTICE:** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person, by FedEx, UPS, read receipt erified email, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing
23. **ASSIGNMENT:** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.


CLIENT has fully read and understands this agreement. In witness, whereof the parties by their duly authorized representatives have signed this Agreement as of the below date.

\_\_\_\_\_  
(Client - Print Name)

\_\_\_\_\_  
CLIENT  
(Title / Authority)

\_\_\_\_\_  
(Client - Signature)

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Lawrence J. Hamilton, CIP, FCLS  
LAWRENCE J HAMILTON & ASSOCIATES  
DbA: THE SPECIAL INVESTIGATIONS UNIT

\_\_\_\_\_  
(Date)