

ARMANDO ZATARAIN INVESTIGATIONS

P.I. #22864

369 SAN MIGUEL DRIVE, SUITE 165

NEWPORT BEACH, CA 92660

(949) 383-0300 FAX (949) 612-0822

HOURLY RETAINER AGREEMENT

This agreement is made between **ARMANDO ZATARAIN (Private Investigator)** and _____ **(Client)** for the purpose of performing the following investigative work:

It should be noted that there is no guarantee as to the results obtained during the course of the investigation _____ (initial)

Client acknowledges that ARMANDO ZATARAIN is a licensed private investigator. Client further acknowledges that ARMANDO ZATARAIN charges an hourly rate of one hundred sixty-five dollars (\$165) per hour and eighty cents per mile driven. _____ (initial).

All hours worked by investigators other than Armando Zatarain will be billed at one hundred twenty dollars (\$120) @ hour and eighty cents per mile per investigator.

All surveillance cases have a four-hour minimum. Any surveillance not cancelled with at least 24 hours notice prior to the scheduled time of surveillance will be billed a minimum of four hours. Surveillance time is billed portal to portal. (Door to door) _____ (initial)

All hours worked by researchers, assistants and/or legal assistants will be billed at ninety-five dollars (\$95) @ hour and .80 per mile driven.

Client agrees to pay all charges when billed. Any payment not received within 30 days of date of invoice is subject to a 10% fee of the unpaid balance and an additional 10% every 30 days thereafter. Any additional expenses are the responsibility of the client (e.g., transcription, translation, photography, video, film development, parking, tolls, etc.)

Private Investigator agrees to conduct an investigation on behalf of client. Private Investigator and/or any of his employees agree that he/they have a duty to provide any and all legal assistance to the client and/or his attorney of record.

Client agrees to submit funds in the amount of \$ _____.

These funds are to be held as a deposit for said investigation. A final bill will be debited against said deposit. Any remaining funds will be returned to the client within fifteen days after the last statement and/or invoice date. Client acknowledges that all funds must be paid upon termination of said investigation and prior to delivery of any reports. _____(initial)

Private Investigator reserves the right to withhold any information which it develops during the course of the investigations in the event that Client has failed to pay for services rendered and costs incurred. In the event of a default in the payment of any sums due hereunder, Client agrees to pay all costs of collection including but not limited to reasonable attorney's fees, court costs, as well as actual costs incurred in collecting such fees or a judgment rendered by a court of competent jurisdiction. Any such litigation shall take place in Orange County, California. Interest shall accrue on any unpaid monies owed by Client to Armando Zatarain Investigations at the rate of ten (10%) percent per annum or the maximum amount recoverable by law, whichever is greater.

Any court appearance, any deposition or any other civil/criminal proceeding which requires the appearance of an investigator or researcher shall be billed at their standard hourly rate. On call time is one half of the hourly rate for each hour investigator is on call.

Armando Zatarain

Date

Client

Date