

ARMANDO ZATARAIN INVESTIGATIONS

P.I. #22864

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NEWPORT BEACH, CA 92660

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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 ninety-five dollars (\$195) per hour and eighty cents per mile driven. _____ (initial). **All hours worked by investigators other than Armando Zatarain will be billed at one hundred forty dollars (\$140) @ 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 one hundred forty dollars (\$140) @ hour and eighty cents 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. Client may not cancel any payments previously made. 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.

If the investigator is required to be on call for a court hearing, the client shall be charged a minimum of four hours. This needs to be paid in full at least 2 days prior to the hearing. If full payment is not received at least 2 days prior to the hearing, there is no guarantee that the investigator will be available. The client will be charged on an hourly basis for any hours beyond four hours. If the investigator is required to appear in court or for any hearing the client shall be billed at the AZI standard hourly rate. _____ (initial)

Armando Zatarain

Date

Client

Date