

CASE Number (if applicable): _____

Client Initial: _____



KB Tenacious, LLC
 P.O. 2011, Concrete WA 98237
 360-899-6456
information@kbtenuous.com

INVESTIGATIVE SERVICES AGREEMENT

This agreement is made on _____, 20__ between KB Tenacious, LLC (Agency) and _____ (Client). Collectively referred to as "Parties".

CLIENT INFORMATION

Name: _____

Date: _____

Current Address: _____

Phone number: () ____ - ____

Email address: _____

Name and phone number of attorney or lawyer, if any: _____

Is there a protection order in place? _____

Best time to start and why: _____

If the case is pending, please provide the court and docket number, judge, and date of court:

SUBJECT INFORMATION

CASE Number (if applicable): _____

Client Initial: _____

Name: _____

Current address: _____

Previous address: _____

Phone number: () _____ - _____

Email: _____

Name and phone number of attorney or lawyer, if any: _____

Directions: _____

Description including any distinguishing marks:

Vehicle make, model, and color: _____

Driver's license number: _____

Child(ren)'s name and age: _____

Known hangouts:

Friends:

Any additional information:

Significant other's name and address: _____

Phone: () _____ - _____

Email: _____

Description:

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1. SCOPE OF WORK:

In consideration of this agreement, KB Tenacious, LLC will conduct an investigation consisting of surveillance, location, photography, document search, interviewing, background search, and/or other investigative services as follows:

_____.

For the purposes of:

_____.

Investigative activities will begin on or about _____, 20____

2. FEES AND EXPENSES: *(Please circle one of two options below)*

Option 1:

A. **Retainer:** The Client will pay a retainer of \$_____ prior to services being provided.

The Agency agrees to conduct investigative and administrative activities, charged against the retainer after necessary and reasonable expenses to include mileage charges (ending and beginning at the base of operation) and any other required expenses. When the chargeable amount is equal to the retainer, the Agency will provide within 20 days a detailed invoice reporting all charges and expenses.

Hourly rate: \$_____

Hourly rate (depositions and court appearances) \$ _____

Flat rate, if applicable: \$ _____

Setup fee: \$ _____

Mileage rate: \$ _____ per mile

Consultation/meeting/conferences/calls fee: \$ _____ per hour

The Client agrees that after chargeable expenses are equal to the retainer amount are completed:

_____(Client Initial) The Agency is authorized to continue investigation for up to _____ hours charged at the original amount of \$_____ per hour.

-OR-

_____(Client Initial) No further investigation is authorized.

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Disclaimer: The client recognizes that the Agency will likely incur expenses directly associated with conducting the investigative services covered by this Agreement. As such, Client shall be responsible for all reasonable expenses, including, but not limited to, mileage, tolls, parking, overnight accommodations, meals, admission fees, videotapes, CDs, DVDs, photographic film and processing, long-distance telephone charges, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by Client.

Unless waived by the Client, the Agency agrees to provide, upon conclusion of the investigation services, a detailed written report including hours worked, activities accounted for, time charged, and results of the investigation within 20 days.

Option 2:

B. Flat rate:

Rate: The Client will pay a flat rate of \$_____ to the agency for services.

Scope of Services: The Agency offers certain investigative services for a flat rate as outlined in the Scope of Work (Section 1).

Payment Terms: The flat rate fee is payable in advance and covers all tasks, expenses, and deliverables specified in the Scope of work (Section 1). Any additional services requested by the Client outside of the specified scope will be charged on an hourly basis at the Agency's standard rates unless otherwise agreed in writing

3. COLLECTIONS AND OUTSTANDING BILLS

- A. **Late Payment Fee:** A late payment fee of 1.5% shall be applied to any overdue amounts and shall accrue monthly until the outstanding balance is paid in full.
- B. **Collections:** If any amount due remains unpaid 90 days after the invoice date, the Agency may initiate collections proceedings to recover the outstanding balance. The Client agrees to pay all costs associated with such collection efforts, including attorney's fees, court costs, and collections agency fees.
- C. **Credit Reporting:** The Agency reserves the right to report unpaid balances to credit reporting agencies in accordance with applicable laws.
- D. **Suspension of Services:** The Agency reserves the right to suspend services until all outstanding balances are paid in full.

4. CANCELLATION AND REFUND:

- A. **Cancellations:** Meetings and scheduled activities must be canceled within 48 hours, or any prior charges for meetings are non-refundable.
- B. **Refunds:**

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- I. **Retainer Refund Policy:** A retainer fee may be required to secure investigative services from KB Tenacious. This fee will be held in trust and applied to the final invoice for services rendered. In the event that the services are not fully utilized, any remaining balance of the retainer fee will be refunded to the client unless otherwise stipulated in this agreement. Notwithstanding the foregoing, if the termination of services is due to the client's breach of any terms of this agreement, the retainer shall be non-refundable and may be retained by KB Tenacious as liquidated damages to the extent permitted by law.
- II. **Flat Rate Refund Policy:** The flat rate fee is non-refundable, even if the Client decides to discontinue the services before the investigation is complete. However, if the Agency is unable to fulfill its obligations as outlined in the scope of work (Section 1), a prorated portion of the flat rate fee may be refunded to the Client.

5. USE AND ACCURACY OF INFORMATION:

- A. The Client assumes responsibility to provide true and accurate information concerning the investigation and will not hold responsible KB Tenacious, LLC for actives and charges as the result of false, misleading, or misspelled, incorrect sequence of letters or numbers, wrongly formatted or inaccurate information supplied by the Client.
- B. The Client swears that they have not misrepresented the purpose for requesting the Agency services.

6. LAWFUL AND ETHICAL USE OF INFORMATION

- A. **Prohibited Uses:** The Client agrees not to use any information provided by the Agency for any illegal or immoral purposes, including but not limited to harassment, stalking, defamation, or fraud.
- B. **Compliance with Laws:** The Client shall comply with all federal, state, and local laws, regulations, and ordinances when using the information provided by the Agency.
- C. **Notification of Misuse:** The Client agrees to promptly notify the Agency of any misuse of information or any breach of this Agreement upon becoming aware of such misuse or breach.
- D. **Cooperation in Investigation:** The Client agrees to cooperate fully with the Agency and law enforcement authorities in any investigation of alleged unlawful or unethical activities.
- E. **Termination:** The Agency reserves the right to terminate this Agreement immediately without notice if it reasonably believes the Client has breached this section of the Agreement.

7. COMMUNICATION:

- A. Both parties agree to maintain confidentiality of all information, documents, and findings except where required by law to release specified information or, when necessary, to complete the current investigation at the discretion of the investigator. The Client will not share any information related to the investigation with family, friends, associates, or any other person or persons without the approval of the lead investigator for their case with KB Tenacious, LLC. Any

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release of information not prudent to the completion of the investigation or when required by law must be agreed to by both parties in writing. The Client agrees that sharing any information without the written consent of the Agency will force the Agency to terminate all investigations, terminate this agreement, and forfeit any unused portion of the retainer.

- B. The Agency agrees to maintain reasonable communication with the Client concerning the investigation. This may include calls, in-person/online meetings, or updates to a client portal online.
- C. The Client agrees that verbal communication at specific times of the investigation may not be possible, for example, but not limited to, the event of surveillance.

8. CLIENT INTERFERENCE:

Client acknowledges that any interference in this investigation by Client or by Client's friends, relatives, agents, or employees will jeopardize the ability of KB Tenacious, LLC to provide services under this Agreement. Client further acknowledges that interference includes, but is not limited to, calling KB Tenacious, LLC and/or its employees and contractors while they are trying to perform investigative duties and/or surveillance, driving past locations under surveillance, and/or visiting locations near the location under surveillance. The client agrees not to interfere in any manner whatsoever or to instruct or cause anyone else to interfere, directly or indirectly, while KB Tenacious, LLC is in the course of this investigation. Client understands and agrees that in the event Client interferes in the investigation or the investigation is compromised in any way by the actions of Client or the actions of any person or persons associated, directly or indirectly, with Client, KB Tenacious, LLC has the right to cease all work immediately and terminate this Agreement, in which case Client will forfeit any unused portion of the retainer.

9. TERMINATION:

Any party may terminate this agreement with written notice sent via certified mail. Upon termination, all unpaid fees for services rendered will be due immediately. Any unused retainer will be refunded.

10. DISCLAIMERS:

- A. KB Tenacious, LLC makes no guarantees or warranties expressed or implied about the outcome of the investigation. The Agency is not liable for any decisions, actions, or repercussions experienced by the Client based on the investigation findings or the investigation process.
- B. If client is an attorney or law firm and has contracted for the services of KB Tenacious, LLC to assist in any matter on behalf of the attorney or law firm's clients or in any case being handled by the attorney or law firm, then the attorney or law firm hereby expressly acknowledges, covenants, and agrees that the obligation of the attorney or law firm to pay the investigator for services rendered is an obligation solely of the attorney or law firm and is in no way contingent upon (1) any particular result or outcome of the Investigation, or (2) the attorney or law firm being paid by its Client, or (3) the attorney or law firm's client being satisfied with the results or outcome of the investigation.

11. REFUSAL OF SERVICE:

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The Agency reserves the right to refuse services to the Client for any issue of security, lawfulness, safety, or ethics.

12. CREDIT CARD AUTHORIZATION:

By Client providing Agency with Client's credit card information, the Agency is authorized to charge Client's credit card as the Agency may deem necessary to pay off any outstanding balances, additional requested services by Client, court eight appearances, or any appearance requested by any party associated with this investigation. Client further acknowledges that Agency fees are based on information, whether negative or positive to Client's case, along with accrued time and expenses. The Agency shall be entitled to all invoiced fees, regardless of the value of the information developed by the Agency. Client waives any right to dispute or "chargeback" on any credit card charges made by the Agency that can be justified with an invoice. The client understands that any dispute of charges can and will be resolved in court and not through the credit card company for the card provided to the Agency.

13. INDEMNIFICATION:

Client agrees to and shall indemnify, defend, and hold harmless KB Tenacious, LLC, its owners, officers, employees, affiliates, successors, related entities, agents, and representatives from and against any and all claims, causes of action, lawsuits, third party claims, damages, losses, liabilities, taxes, sanctions, costs, and expenses, whether civil, criminal, administrative, or disciplinary in nature, including any attorneys' fees or other legal fees, suffered or incurred in connection with or arising out of claims based on (1) investigations conducted by KB Tenacious, LLC for Client; (2) investigative results provided by KB Tenacious, LLC to Client; or (3) KB Tenacious, LLC's performance under this Agreement, except for illegal acts or negligence on the part of the KB Tenacious, LLC or its agents or employees.

14. RELEASE:

Client hereby releases, waives, discharges, and covenants not to sue KB Tenacious, LLC, its owners, officers, employees, affiliates, successors, related entities, agents, and representatives from any liability to Client, as well as Client's employees, agents, personal representatives, heirs, assigns, and next of kin for any loss or damage, and any claims or demands therefor, on account of injury to person or property, including injury resulting in death, whether caused by negligence or otherwise, during the course of KB Tenacious, LLC's performance of this Agreement. Client further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

15. SUCCESSORS AND ASSIGNS/ADDITIONAL INVESTIGATORS:

- A. To the extent permitted by law, KB Tenacious, LLC may assign this Agreement to any subsidiary or affiliate or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise).
- B. This Agreement shall ensure the benefit of KB Tenacious, LLC and its permitted successors and assigns. The client may not assign this Agreement or any part hereof.

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- C. Client further agrees that KB Tenacious, LLC, at KB Tenacious, LLC's sole discretion, may use sub-contracted investigators and may immediately engage one or more additional investigators to be billed additionally at the agreed upon hourly billing rate during any assignment where KB Tenacious, LLC determines that one or more additional investigators are needed immediately.

16. COMPLIANCE WITH LAWS AND CLIENT RESPONSIBILITY:

- A. **Lawful Use of Information:** The Client agrees to use all information provided by the Agency in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and the Drivers Privacy Protection Act.
- B. **Client Responsibility:** The Client assumes full responsibility and liability for the lawful use, distribution, and application of the information provided by the Agency under this Agreement. The Client shall indemnify and hold harmless the Agency from any claims, damages, liabilities, costs, or expenses arising from the Client's misuse, unlawful use, or disclosure of said information.
- C. **Representation of Compliance:** The Client represents and warrants that it will comply with all laws and regulations applicable to the information provided and obtained under this Agreement and shall obtain any necessary consents and authorizations required by law.
- D. **Notification of Legal Requests:** The Client agrees to promptly notify the Agency of any legal requests or inquiries regarding the information provided under this Agreement.
- E. **Cooperation in Legal Compliance:** The Client agrees to cooperate fully with the Agency to ensure compliance with all applicable laws and regulations concerning the provision and use of investigative services and information.

17. CONFIDENTIALITY AND INFORMATION DISCLOSURE

A. Background Checks and Information Gathering:

- I. KB Tenacious conducts background checks and information-gathering services in compliance with all applicable privacy laws and regulations. As such, there may be instances where not all information obtained during the investigation can be legally or ethically disclosed to the client.
- II. To ensure transparency and manage expectations, clients are required to discuss and clarify with the investigator the specific types of information they expect to receive from these services prior to signing this agreement. KB Tenacious will make every effort to communicate the feasibility of obtaining such information within the constraints of the law.
- III. The client acknowledges that despite the comprehensive nature of our investigation services, KB Tenacious is obligated to withhold certain information if its disclosure is prohibited or would contravene privacy laws or ethical standards governing the profession.

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17. Duty to Report Immediate Danger:

In the course of conducting investigations, should the Investigator, based on their best judgment, uncover information suggesting that an individual is in immediate, actual, or perceived danger, it becomes imperative for the Investigator and the Agency to act responsibly to ensure the safety and well-being of the individual(s) involved.

Accordingly, the Investigator and the Agency reserve the right to contact the appropriate authorities to report such findings. In doing so, the Investigator and the Agency commit to full cooperation with the authorities. However, it is explicitly understood that the disclosure of information will be limited strictly to details pertinent to the immediate situation at hand, as determined by the discretion of the Investigator and the Agency.

The client acknowledges and agrees to this duty to report as an integral part of this contract, recognizing the balance between the duty of confidentiality and the imperative to act when faced with imminent danger to any individual.

18. SURVIVAL OF TERMS:

The terms and conditions of this contract, which, by their nature, should survive termination and will remain in effect after termination.

19. STATE AND GOVERNING LAW:

This agreement shall be governed by the laws of the state of Washington.

20. ACKNOWLEDGEMENT:

By signing below, the parties acknowledge that they have read and understood the terms of this agreement.

X

KB Tenacious, LLC
Agency representative

Date: _____

Print name: _____

X

Client

Date: _____

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Client Initial: _____

Print name: _____