



Legal Binding Contract for Professional Services Rendered

Client Name: _____

Client Physical Residence: _____

Phone: _____ Email: _____

Preferred Contact Method:

- | | |
|------------------------------------|---|
| <input type="checkbox"/> Phone | <input type="checkbox"/> Mail |
| <input type="checkbox"/> Email | <input type="checkbox"/> Fax |
| <input type="checkbox"/> In Person | <input type="checkbox"/> All of the Above |

Authorized Associate or Legal Representative (If Applicable) _____

I, we, the undersigned, do hereby agree to employ the services of *Daughtry Investigative Services, LLC*® duly licensed and insured under the laws of the State of Georgia solely for the purpose of or attempting to _____ Agreement dated as of _____ between (Hereinafter called Client, Consumer, Customer, You, etc.) and *Daughtry Investigative Services, LLC*® (DIS or Contractor).

** Daughtry Investigative Services, LLC® reserves the right to refuse service to anyone regardless of age, race, gender, position, etc. without need for neither explanation, fear of repercussion, persecution, etc. **

I. COMMUNICATION

Daughtry Investigative Services, LLC® primary and preferred mode of communication with its customers is via email and/or telephonically. All purchase receipts, invoices, and confirmation notices are generally delivered through electronic communications. *Daughtry Investigative Services, LLC*® may periodically communicate service status and other suitable updates with its customers via email unless specified otherwise above.

** Due to the large volume of calls that the investigators must maintain the client agrees to reimburse Daughtry Investigative Services, LLC® for all phone contact initiated upon the sole discretion of the Client in excess of the one-hour free initial consultation period. Excessive calls will be billed hourly or increments thereof at the current posted surveillance rate. **

II. REPORT DELIVERY

Daughtry Investigative Services, LLC® shall furnish to Client on request: background and other related research reports, which may include, but are not limited to: Criminal Background History, Social Security Number Verification, Bankruptcies, Bank Account Information, Education Verification, Professional License Verification, etc. **within a maximum of 96 business hours** upon completion of investigation. The Client agrees that all reports will be submitted and received subject to the conditions of this Agreement. Reports can be delivered in person at a mutually agreed upon location, via email, faxed upon consent of Client, or delivered telephonically. Reports will not be distributed to a third party without express written consent of the client. ***Knowingly and willfully obtaining a consumer report under false pretenses may result in a fine, and/or imprisonment via federal and state laws.***

III. LATE FEES

As a direct result of a sluggish economy, recent increase in delinquent, and blatant nonpayment of accounts coupled with the corrective measures taken in an ongoing effort to collect while simultaneously continuing to maintain client confidentiality, late fees have been established as follows: the Client agrees to pay *Daughtry Investigative Services, LLC*® for the services rendered *regardless* of the outcome of said services. **Payments are due to Contractor before work is begun**, or if agreed in writing (i.e. credit application, etc.) - upon receipt of invoice, and subject to a **25%** late fee and **15%** interest charge after approximately 7 (seven)



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calendar days beyond the original due date. If payment is not received by the conclusion of the seventh calendar day; *Client status will go on financial hold and all pending work will be immediately discontinued until payment is made including late charges.* Client agrees to reimburse Contractor for all fees (including attorney's and collection agency fees) to collect any past due amounts from Client. In the case of non-payment, Client agrees to pay all costs associated with the collection of said fees, including an additional **15%** interest on the outstanding and past due balance and reasonable attorney's fees associated with collection.

IV. CLIENT FINANCIAL OBLIGATIONS

FURTHERMORE, Client understands and hereby acknowledges, that the fee charged by *Daughtry Investigative Services, LLC*[®] is based on the amount of time expended on their behalf relating to this matter including, but not limited to; investigation time, research, travel time, in person and telephone consultation time, report preparation and rendering, evidence processing, depositions, court appearance time, and any subpoenaed appearances, now or in the future.

The Client further agrees to pay all fees associated with the searches requested. Fees will be consistent with Contractor's then published fees and costs, at the time the contract was submitted, which may be modified from time to time without prior notification. ALL *surveillance* services rendered are billed at the rate of **\$75** per hour and generally, at the discretion of *Daughtry Investigative Services, LLC*[®] rounded up in increments of 15 (fifteen) minutes. In addition, the client also agrees to full reimbursement out-of-pocket business related expenses, film developing and printing expenses incurred during or arising from the investigation, and mileage @ the rate of **.54 per mile** - billing begins upon initiation of investigation and originates and concludes at zip code 30253. Surveillance services, which are initiated and/or extend between and/or beyond the hours of midnight and 5:59 a.m., will increase by approximately **15%**. Surveillance conducted during inclement weather or the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high or low temperatures, etc.) by virtue of which it is deemed as unsafe to continue working when exposed to this weather will reflect a **15%** increase in cost as well. Surveillance services in excess of 100 miles will be billed @ the rate of **.55 per mile** from initiation to conclusion. A final sales tax of approximately **7%** of the subtotal will be added to the client's account. A mandatory **2.5%** administrative, filing, and processing fee will be applied to all invoices to address time invested in report writing, research, planning, etc.

In lieu of cash or check payments and upon providing valid credit card information, periodically the system may automatically deduct any accrued balance beyond the initial retainer in order to accurately bring the account to date. In voluntarily providing a credit card number, the Client hereby authorizes his or her bank to deduct from his or her bank account the balance of bill as indicated above. *Daughtry Investigative Services, LLC*[®] will note this transaction on the account until funds are secured from the Client's banking institution. In the event *Daughtry Investigative Services, LLC*[®] is unable to secure funds from the Client's bank account for this transaction for any reason, including but not limited to, insufficient funds in the account or inaccurate information provided when the Client submitted his or her electronic payment, further collection action may be undertaken by *Daughtry Investigative Services, LLC*[®] including application of returned check fees to the extent permitted by law. **Please be advised that your confidentiality will be revealed upon using a debit or credit card as the following information will be posted on the bank or credit card statement: "DAUGHTRY INVESTIGATIVE SE 404-380-1751."**

** In specific cases where Daughtry Investigative Services, LLC[®] deems appropriate, a criminal records investigation of the subject and/or client will occur at the current posted rate and be reflected upon the customer's invoice **

V. RETAINER FEE

An investigation and/or investigative service will **NOT** be initiated, regardless of one's relation to the CEO, oral agreements, etc. until full receipt and acceptance of the appropriate retainer fee. In cases involving surveillance where multiple miscellaneous out-of-pocket expenses accrue, the Client agrees to pay a RETAINER, in the form of a "Good Faith Deposit" of **\$1000**, and a minimum two-hour fee will accrue. Any amounts or expenses incurred above and beyond the initial retainer fee of **\$1000** shall be due and payable immediately upon notice. Client will be notified prior to exhaustion of funds and is required to replenish before investigation proceeds. In the event of default in payment of sums due hereunder and if the agreement is placed in the hands of an attorney at law for collection, I, we, agree to pay all costs of collection including but not limited to a reasonable attorney's fee.

VI. COURT APPEARANCE EXPENSES

FURTHERMORE, Client understands and hereby acknowledges that the fee charged by *Daughtry Investigative Services, LLC*[®] is based on the amount of time expended on their behalf relating to this matter including depositions, court appearance time, and any subpoenaed appearances, now or in the future. Client also agrees that the Place of Venue for all legal disputes will be within the confines of the State of Georgia. Additionally, if the Place of Venue is outside the major metropolitan Atlanta area a mileage expense



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will accrue from the nearest city within the previously mentioned primary coverage area. Court appearances subpoenaed or otherwise, regardless of whether or not being called to testify, etc., are billed at the following rates: HALF DAY (up to four hours) = **\$300.00**, or FULL DAY (over four hours) = **\$475.00**.

VII. OUTCOME DISCLAIMER

Client fully understands and asserts that **NO** representations have been made by *Daughtry Investigative Services, LLC*[®] to Client as to the ultimate success of the investigation and that Client shall pay all fees for investigative services performed regardless of the outcome. Additionally, photographs and other related methods of documentation are supplementary materials do not necessarily constitute an investigation and therefore, will NOT be provided unless conducive to the case at hand. One is still responsible for the man-hours committed to one's case and may not withhold payment simply because photographs, video, etc. evidence was not provided.

The information in the *Daughtry Investigative Services, LLC*[®] databases has been compiled from a plethora of public records and other fee based proprietary sources for the specific purposes of (1) locating individuals, property and businesses, and/or (2) providing general background information about individuals and businesses for verification purposes. Neither *Daughtry Investigative Services, LLC*[®] nor any of our data suppliers represents or warrants that the Information is current or accurate. *Daughtry Investigative Services, LLC*[®] HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICE AND THE ACCURACY, CURRENCY, OR COMPLETENESS OF THE INFORMATION, INCLUDING (WITHOUT LIMITATION) ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING (WITHOUT LIMITATION) ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANY OTHER CLAIMS OF YOURS OR THIRD PARTIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CLIENT ASSUMES ALL RISK ASSOCIATED WITH THE USE OF DATABASES AND INFORMATION.

In the event that *Daughtry Investigative Services, LLC*[®] suspects that the databases or our information has been misused, we will contact our suppliers and/or law enforcement agencies (as appropriate) and will provide them with all data needed to conduct an investigation. You consent to the provision of its information (including search key data) for such investigative purposes. You further agree to fully cooperate with all audits of our customers and our systems generally. Contractor's systems and services may not be electronically accessed by automated programs or other data extraction systems without prior authorization.

**** Daughtry Investigative Services, LLC[®] reserves the right to cancel or not offer its service to any user that it deems is inappropriately using its services and/or harbor unrealistic expectations which may never be met ****

In the event of using this service for criminal or civil background checks, you should not assume that this data provides a complete or accurate history of any person's criminal or civil history. You should consult state and federal laws before using this information in making decisions on hiring or firing of employees. *Daughtry Investigative Services, LLC*[®] cannot offer legal advice on how to use the information contained in criminal or civil background reports, and are not responsible for any action taken by the customer based on this information. Customers should use extreme caution when interpreting the results of a criminal or civil background search for any type of personal verification. Positive or false matches in criminal or civil searches may not provide confirmation of an individual's criminal or civil background. Proper use of these reports is the responsibility of you, the customer.

VIII. FCRA RESTRICTIONS

Daughtry Investigative Services, LLC[®] is not a consumer-reporting agency as defined in the Fair Credit Reporting Act ("FCRA"), and the information in the Contractor's databases has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. You shall not use any of our information as a factor in (1) establishing an individual's eligibility for personal credit or insurance or assessing risks associated with existing consumer credit obligations, (2) evaluating an individual for employment, promotion, reassignment or retention - including employment of household workers such as babysitters, cleaning personnel, nannies, contractors, and other individuals, or (3) any other personal business transaction with another individual - including, but not limited to, leasing an apartment.



IX. CLIENT AND/OR ASSOCIATE ROLE DURING INVESTIGATION

Client fully understands and agrees that at **NO TIME** will Client or one of his/her ASSOCIATES or REPRESENTATIVES appear at any surveillance location during times at which surveillance is being conducted, nor will they contact the SUBJECT of the investigation or let the SUBJECT of the investigation know that they are under investigation. Client agrees that if this clause is broken, it will IMMEDIATELY terminate the investigation and ALL RETAINERS WILL BE FORFEITED.

** In cases where individuals or potential Clients have retained our services in order to Annoy, Stalk, or otherwise Harass the Subject of the investigation, Contractor MAY contact the Subject of the investigation as well as any Local, State, or Federal Law Enforcement Agencies with Jurisdiction. **

X. INFORMATION DISCLOSURE

Contractor will keep and maintain all reports strictly CONFIDENTIAL. Except as required by law, no information from reports will be revealed to the person reported on or to any other person unless consent is given by Client. Client will comply with all provisions of Federal, State, and Local laws and regulations pertaining to the use of criminal conviction histories and/or Bank Account Information, and adhere to the Privacy Act. *Daughtry Investigative Services, LLC*[®] assumes that all information sold to Client will be used for lawful purposes only and Client acknowledges that it has represented such to the Contractor.

Client fully understands and agrees that at **NO TIME** will Client be UNTRUTHFUL in regards to any information given to CONTRACTOR. This includes but is not limited to, WHY the Client is pursuing the investigation or requesting services. Certain investigations are available ONLY with permissible purposes, and although Contractor makes every effort to verify and validate that all requests are compliant, Contractor relies on the information supplied by Client in the consultation phase. Client agrees that if this clause is broken, it will IMMEDIATELY terminate the investigation and ALL RETAINERS, AND FEES PAID FOR ANY WORK, COMPLETED OR PENDING, WILL BE FORFEITED.

Daughtry Investigative Services, LLC[®] will endeavor to provide complete and accurate reports pursuant to this Agreement. Nevertheless, Client acknowledges that the information contained in such reports is obtained from public records, non-proprietary services and through observation or perception, which may require the exercise of judgment of interpretation. Name similarities may be included in the report due to lack of sufficient information to verify that the individual is the subject of research. *Daughtry Investigative Services, LLC*[®] neither draws any conclusions, makes representations, nor expresses any opinions regarding the information contained in the report.

XI. GUARANTEE POLICY



You are contracting to hire a licensed and insured Private Investigator employed through *Daughtry Investigative Services, LLC*[®] who will use ALL available legal resources to handle your case in a confidential and professional manner. *Daughtry Investigative Services, LLC*[®] resorts to great lengths to protect your privacy as a customer. Our involvement in your case is entirely confidential within limitations of the law.

We respect your privacy and under no circumstances will release any information to a third party without express written consent, within the limitations of the law. **At no time will personal customer information be used in the course of an investigation and our customer names are never sold, or distributed to anyone.** Our registration and delivery process makes it easier for our customers to order, review and receive reports and results in a confidential, secure, and private environment. Additionally, you will NOT receive any unwelcome correspondence (i.e. newsletters, special offers, etc.) at your home, nor place of business, which reveals your professional working relationship with *Daughtry Investigative Services, LLC*[®].

We take great pride in the final product presented to our clients. To ensure accuracy in our reporting, coupled with good old-fashioned footwork we research multiple databases RESTRICTED to licensed investigators, resources, and applicable governmental offices to confirm the information received is indeed factual.

At no time will *Daughtry Investigative Services, LLC*[®] store your complete credit card, social security, etc. numbers on our website or at our host. All credit card numbers algorithmically encrypted and are only referenced by the first few digits in our system.



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NOTE: Registering a false name or attempting to place an order with a stolen or unauthorized credit is a federal crime. We report all individuals that attempt to commit fraud to the Secret Service Electronic Crimes Fraud Division. Any individual that commits credit card fraud or attempts to commit credit card fraud or the attempted theft of an individual's identity by

trying to obtain information illegally will be reported. Subject of an inquiry deemed to be suspicious might be contacted to thwart any malicious behavior.

XII REFUND POLICY

**** Refunds are NOT available on surveillance or any investigation where physical man hours are employed ****

If the assigned licensed investigator notifies us that your records search results can not be obtained or no results are generated, you will receive instant notification via your preferred method of communication with instructions regarding your options. In some cases your investigator may simply require additional information or you'll be given the opportunity to order a new search if you choose.

Daughtry Investigative Services, LLC will use reasonable efforts to deliver the information services to its customers, and to compile information gathered from selected public records and other sources; provided, however, customer accepts all information "AS IS". Furthermore, *Daughtry Investigative Services, LLC* accesses and is charged for information controlled by third parties and cannot guarantee the accuracy of the information. **All purchases are final with no refunds.**

The only exceptions, however, may result in an isolated incident to where either: a) upon conclusion of an investigation any unused monetary funds of an initial retainer are being reimbursed or b) one purchased a specific service (i.e. comprehensive background investigation, etc.) and after having exhausted all investigative options available, a "NO HIT FEE" in the amount of \$10 plus standard transaction fees will accrue and the client is thereby credited with the difference.

Send your request for a refund with your **Invoice Number** in the subject line to **ceo@daughtryinvestigations.com** and in the body of the message please indicate the reasons reimbursement is being requested.

Your refund will be placed into the queue promptly and you will receive an automated response acknowledging our receipt of your request. Refunds are batch processed weekly, so please allow at least five business days from the end of the week you request the refund.

XIII. HOLD HARMLESS AGREEMENT

You agree that you shall indemnify and hold harmless *Daughtry Investigative Services, LLC* its officers, directors, employees and agents, and the entities that have contributed information to or provided services for the Service, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees) or liabilities of whatever nature or kind arising out of your use of our databases and your use or distribution of any information obtained from the databases.

By requesting and receiving Reports, the Client agrees to indemnify and hold harmless *Daughtry Investigative Services, LLC* and its directors, officers, and employees from all claims, liabilities, expenses, fees including attorney fees, costs, and judgments arising from Client's use or possession of the information furnished in said Reports. Client further releases *Daughtry Investigative Services, LLC*, its officers, employees, and affiliated companies and any companies or individual from which *Daughtry Investigative Services, LLC* obtains information included in a report, from the liability arising or alleged to arise directly or indirectly from any negligent acts, errors, or omissions by any of the providers of information or *Daughtry Investigative Services, LLC* in connection with the preparation of any reports, written or verbal.

THE TERMS of this Agreement shall END when RETAINER has been exhausted, the Investigation has been completed, or one or both parties to include *Daughtry Investigative Services, LLC* have decided to terminate the Investigation. If the Investigation terminates for any reason before the RETAINER has been exhausted, the TOTAL DUE for services, (including all taxes, and expenditures), OR the NON-REFUNDABLE portion of the RETAINER, whichever is greater, will be subtracted from the original RETAINER amount. A REFUND in the amount leftover will be issued to the Client within 5 (five) business days.

Use of any information obtained either directly or indirectly through *Daughtry Investigative Services, LLC* must fall within the normal course and scope of the client's business or professional responsibilities. By agreeing to the terms set forth herein, the Client agrees that information obtained will not be used for employment screening purposes, unless that feature of the Client's account has been established and accepted by *Daughtry Investigative Services, LLC*.



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Daughtry Investigative Services, LLC® is a Georgia State licensed and insured Private Investigative Agency proudly serving the metropolitan Atlanta area. In no way shall Jeffrey Daughtry and/or Daughtry Investigative Services, LLC® individually or jointly, be liable for any direct, indirect, punitive, incidental, special, consequential damages arising from this information or any data provided as a part of services rendered. **Mr. Daughtry is a licensed Private Investigator not a Law Enforcement Officer.**

Client agrees to indemnify, defend and hold Daughtry Investigative Services, LLC® and affiliates, harmless from all claims, damages or liability, whatsoever, arising out of or related to the accuracy of the information Client provides or Client's misuse of the information provided to Client. Client understands and agrees that the information provided through Business Intelligence (those services other than employment screening) will not be used for credit purposes, insurance underwriting, employment or any other purpose covered under the federal Fair Credit Reporting Act, 15 U.S.C. sec. 1681 et seq.

In consideration of the foregoing terms and conditions, I, we, understand that said agency shall under its best efforts, investigate the matter set forth above. I, we, hereby agree to allow said investigative agency to conduct the investigation at its sole discretion via any lawful means it deems to be appropriate. I, we, do hereby agree to allow said investigative agency, via its agents and/or employees to charge to my, our home or business telephone any long distance calls required in this investigation.

This Agreement shall be governed by Georgia state law. Failure by either of us to insist on the strict performance of any of the terms and conditions of this Agreement in one or more cases shall not be considered a waiver or relinquishment for the future of any such term or condition or of any other term or condition. The terms and conditions set forth here constitute our entire agreement, and any additional or different terms or conditions set forth in any other document, including without limitation any purchase order, shall be of no effect.

I, we, Our, My heirs, beneficiaries, devisees, legatees, representatives, associates, administrators and assigns further agree to indemnify and hold harmless said investigative agency and/or its agents and employees from any and all actions, causes for actions, claims, damages, and demands of whatever type arising directly or indirectly from the investigation which I, we, have requested above. If any portion of this agreement is held to be invalid, then the remainder shall still retain its full force and affect. I have read and agree to the terms and conditions set forth in this Service Agreement. Additionally, I agree that is necessary, this document is admissible and legal tender in a court of law. In conclusion, by signing, I further authorize that a photocopy or facsimile of this form serves in lieu of the original.

A signature attests and acknowledges compliance with the preceding pages containing the following subcategories: COMMUNICATION, REPORT DELIVERIES, LATE FEES, CLIENT FINANCIAL OBLIGATIONS, RETAINER FEES, COURT APPEARANCE EXPENSES, OUTCOME DISCLAIMER, FCRA RESTRICTIONS, CLIENT AND/OR ASSOCIATE ROLE DURING INVESTIGATION, INFORMATION DISCLOSURE, GUARANTEE POLICY, REFUND POLICY, and HOLD HARMLESS AGREEMENT.

Printed Name _____

Signature _____ Date _____

Jeffrey B. Daughtry, M.A.
Chief Executive Officer and President
Daughtry Investigative Services, LLC®

Daughtry Investigative Services, LLC® is a Georgia State licensed and insured Private Investigative Agency serving the following metropolitan Atlanta-Sandy Springs-Marietta counties: Clayton, Cobb, DeKalb, Fayette, Fulton, Gwinnett, Henry, Newton, Rockdale, and Spalding.

Further, in no way shall Jeffrey Daughtry and/or Daughtry Investigative Services, LLC® and its affiliates individually or jointly, be liable for any direct, indirect, punitive, incidental, special, consequential damages arising from this information or any data provided as a part of services rendered. Jeffrey B. Daughtry is a licensed Private Investigator, neither a Law Enforcement Officer or a Lawyer and does not make any representations in that regard.

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Jeffrey B. Daughtry | Chief Executive Officer and President | Daughtry Investigative Services, LLC® | P.O. Box 2107
McDonough, Georgia 30253.9998 | 404.380.1751 Office | 678.833.9065 Facsimile | daughtryinvestigations.com