



KEY RESOURCE PROTECTION AND INVESTIGATIONS, LLC

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Ohio Department of Public Safety, PISGS Class A License No#20142100023051

CLIENT RETAINER SERVICE CONTRACT

Case/Contract #

This Agreement is entered into on the ___ day of _____, 20___, by and between **Key Resource Protection and Investigations, LLC**, an Ohio licensed private investigations and security services agency,

License No. 20142100023051, herein referred to as (**SERVICE PROVIDER**), and _____

address of _____, City Toledo, State Ohio Zip _____,

herein referred to as (**CLIENT**).

Note: If Client is a business, the CEO or corporate officer must sign this agreement.

SCOPE OF WORK:

CLIENT retains SERVICE PROVIDER to conduct one or more of the services specifically explained below. CLIENT agrees to pay all fees and costs hereinafter incurred as a result of the service (s). As such, CLIENT agrees that SERVICE PROVIDER is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of CLIENT. The parties hereby agree that the following service (s) have been requested by CLIENT under this Agreement and will be provided by SERVICE PROVIDER, but that the actual time and manner in which the following service (s) are conducted shall be left to the sole discretion of the SERVICE PROVIDER.

Contract Service Provided:

1. General investigations and/or security services.
2. CLIENT’s personnel and business clients’ background investigation (upon signed release).
3. Escort transportation and/or personal protection services where needed within jurisdictional venue.
4. Risk management framework assessments (threat - vulnerability – consequence – policy review).
5. Written report as deemed necessary.
6. Criminal or Civil Court matters related to any CLIENT’s operational management of assets and personnel
7. CLIENT’s personnel training
8. Any other matter within CLIENT’s legal rights and responsibilities not limited to above.

Additional Supportive Service Comments:

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RETAINER:

CLIENT shall place \$_____ dollars, in the possession of the SERVICE PROVIDER to serve as an initial retainer to specifically commence the service (s) on the agreement date herein. Should the retainer be insufficient, CLIENT agrees to promptly pay the SERVICE PROVIDER the additional amount in full upon receipt of an invoice.

RATES AND FOR ADDITIONAL SERVICE PROVIDER PERSONNEL:

The hourly rate for the service (s) is billed at \$ _____ per hour. SERVICE PROVIDER will forward CLIENT statements and/or invoices listing in detail any and all time and expenses incurred in providing the service (s). CLIENT agrees to compensate the SERVICE PROVIDER at the agreed upon rates for, filling civil or criminal actions, any court appearances or depositions prior to or subsequent to the completion of agreed service (s), whether under order of subpoena or not and regardless of the party requesting the appearance. If courtroom testimony or deposition regarding this matter or any matter related to agreed service (s) is required, the fee will be \$____ per hour, plus expenses with a (4) four-hour minimum. Forty-eight (48) hours' notice is required in the event of any cancellation; otherwise CLIENT's account will be invoiced for each SERVICE PROVIDER personnel for each day or portion scheduled. For any service (s) rendered, the CLIENT will provide compensation to the SERVICE PROVIDER, in USD (US Dollars).

SERVICE PROVIDER's Compliance with ORC 4749 and OAC 4501:5-1:

SERVICE PROVIDER shall maintain compliance with applicable Ohio Private Investigator and Security Services licensing and regulatory laws and maintain current comprehensive general liability insurance in accordance with ORC 4749.03(A) (1-d), License Requirement and OAC 4501:5-1-05, Insurance.

Confidential Information Protection:

The SERVICE PROVIDER may divulge to any law enforcement agency or prosecution attorney, any information acquired as to any *criminal* offense, but shall not divulge to any other person, except as may be required by law to do so. Any information acquired by the service provider, except at the direction of the customer/client for whom the information was obtained, shall remain confidential, except as may be divulged as reflected in this section.

IF CLIENT IS AN ATTORNEY OR LAW FIRM AND HAS CONTRACTED FOR THE SERVICES OF THE SERVICE PROVIDER TO ASSIST SAID ATTORNEY OR LAW FIRM IN ANY WAY 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 SERVICE PROVIDER FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT ON (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.

CLIENT EXPRESSLY AGREES THAT IN THE EVENT CLIENT EXECUTES THIS AGREEMENT AND THEN WISHES TO CANCEL THE AGREEMENT ONCE SERVICE PROVIDER HAS BEGUN OR SCHEDULED SUCH SERVICES, THAT AN AMOUNT EQUAL TO ONE-HALF OF THE RETAINER FEE SHALL BE PAID TO A SERVICE PROVIDER AS A CASE INTAKE FEE. CLIENT ACKNOWLEDGES THAT SERVICE PROVIDER HAS TO SCHEDULE IN ADVANCE THE SERVICE PROVIDER'S ASSIGNMENTS IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM AGREED SERVICES FOR CLIENT AND FOR SERVICE PROVIDER'S OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RESCHEDULED TO OTHER CLIENTS. THEREFORE, CLIENT ALSO AGREES THAT IN THE EVENT SERVICE PROVIDER HAS SCHEDULED AGREED SERVICES, FOR CLIENT FOR A SPECIFIC DAY AND CLIENT CANCELS THIS ASSIGNMENT WITHIN TWENTY-FOUR (24) HOURS OF THE TIME IN WHICH THIS SPECIFIC ASSIGNMENT IS SCHEDULED TO BEGIN, THAT CLIENT SHALL PAY AN AMOUNT EQUAL TO ONE-HALF OF THE AGENCY'S PROJECTED FEES FOR THIS DAY'S ASSIGNMENT TO AGENCY AS A CANCELLATION FEE.

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SERVICE DISCLAIMER:

CLIENT expressly acknowledges that SERVICE PROVIDER'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. SERVICE PROVIDER MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF AN INVESTIGATION. No illegal or unethical services will be knowingly provided by SERVICE PROVIDER and CLIENT certifies that he/she/it is not knowingly requesting any illegal services. SERVICE PROVIDER reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in SERVICE PROVIDER's sole opinion detrimental to SERVICE PROVIDER. SERVICE PROVIDER will perform services in compliance with all state and federal laws, regulations and best practices. CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.

REPORTS:

SERVICE PROVIDER will generate a written report of applicable services in a timely manner at the completion of such services. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, SERVICE PROVIDER will not be responsible for information contained within database reports which SERVICE PROVIDER has no control over the content. Reports may also include photographs and video tape. CLIENT understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken from long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable.

RESPONSIBLE USE OF INFORMATION:

SERVICE PROVIDER is NOT a consumer reporting AGENCY. SERVICE PROVIDER promotes the responsible use of the information that it provides, and reserves the right to withhold information for which SERVICE PROVIDER deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of SERVICE PROVIDER. The CLIENT is responsible to safeguard the information provided from unauthorized third party disclosure related to personal background investigations as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information. Furthermore, the CLIENT affirms the information requested and/or learned during a background investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

This agreement is binding for the benefit of and upon the parties hereto. Having no unanswered questions, CLIENT hereby authorizes this service agreement to all the terms and conditions listed herein. I further represent and affirm that I am authorized to authorize and financially contract for this assignment.

WITNESS WHEREOF the parties have duly affixed their signatures.

Client Signature

Date

Provider Signature

Date