

# **GOULD PI INVESTIGATIONS**

## **INVESTIGATIVE SERVICES AGREEMENT**

This Investigative Services Agreement (“Agreement”) is between Gould PI (“Gould PI”), and \_\_\_\_\_, (“Client”), effective \_\_\_\_\_, 20\_\_ (“Effective Date”).

Hawkins Investigations and Client (individually, a “Party” and collectively, the “Parties”) agree as follows.

### **1. Investigative Services and Compensation.**

Gould PI Investigations will provide private investigation services (“Services”) to Client including individual background checks, interviews and investigative research regarding property ownership and transfer (the “Investigation”). Client will compensate Gould PI Investigation \$87.50 for each background check and \$85 per hour for all other investigative services plus cost and expenses incurred. A non-refundable retainer fee of \$\_\_\_\_\_, will be required to be paid, and cleared by financial institution, before services can begin. Once the retainer has been used, Gould PI Investigations will contact the client and an additional, non-refundable, retainer must be paid before work can be continued. If the client no longer wants to continue services, a final report will be issued.

### **2. Client Responsibilities.**

Client will provide accurate information regarding the Investigation. Client acknowledges that the results of the Investigation depend on the accuracy of information provided by Client and/or Client’s attorney.

Client will use the results of the Services or Investigation in a lawful manner and not to inflict harm upon or harass the subject(s) of the Investigation. Client will defend and indemnify Gould PI Investigations against all allegations, claims, damages, expenses (including attorneys’ fees), and liabilities relating to or arising out of the Services or Investigation.

### **3. Warranties and Disclaimers.**

Gould PI Investigations will provide Services in a good and workmanlike manner and consistent with industry standards. GOULD PI INVESTIGATIONS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR INVESTIGATION, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

Gould PI Investigations is not responsible for unproductive investigative time resulting from inaccurate information provided by Client. The data provided in the final investigative report may be derived from third-party commercial databases and information aggregation services and will be specifically identified as provided by a third-party. As a result, Gould PI Investigations cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided and expressly disclaims all warranties, express or implied, as to any matter whatsoever.

Gould PI Investigations makes no representations as to the ultimate success of the investigation and that Client is responsible for all fees and charges incurred regardless of the success of the investigation.

### **4. Payment Terms**

Gould PI Investigations will invoice Client upon completion of the Investigation (or upon completion of various phases of the Services where, in Gould PI Investigations’ sole discretion, phased billing is appropriate). Client agrees to pay such invoices immediately upon receipt. Sales tax will be charged in compliance with applicable law. A finance charge of 1.5% per month will accrue on all invoices 30 days or more past due. Client

agrees to reimburse Gould PI Investigations for all reasonable attorneys' fees and costs of collection if additional collection efforts, including but not limited to litigation, are necessary.

**5. No Assignment By Client.**

Client's rights and obligations under this Agreement may not be assigned by Client, except with the prior written consent of Gould PI Investigations.

**6. Dispute Resolution; Governing Law.**

Gould PI Investigations and Client will attempt to amicably resolve any dispute arising under this Agreement. If the Parties are unable to resolve the dispute within 30 days following notice of the dispute, either Party may initiate litigation. Notwithstanding the foregoing, either Party may pursue injunctive relief at any time to avoid irreparable harm. The laws of the State of Texas will exclusively govern this Agreement without regard to any conflict of laws provision. All litigation must be brought in a court of competent jurisdiction in Dallas County, Texas, and the Parties agree to submit to the personal jurisdiction of such courts.

**7. Entire Agreement.**

This Agreement sets forth the entire agreement between Gould PI Investigations and Client concerning the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions related to the subject matter of this Agreement. This Agreement may not be amended, except by a written instrument signed by both Client and Gould PI Investigations. Further, in the event of a conflict between any provision of this Agreement and any provision of a purchase order, acknowledgement or other document sent by one of the Parties to the other Party, the provision of this Agreement will take precedence.

**8. Waiver.**

If either Party fails to require the other to perform any term of an Order or this Agreement, that failure does not prevent the Party from later enforcing that term. No claim or right arising out of any Order or this Agreement can be discharged in whole or in part by a waiver made in writing signed by the waiving Party.

**9. Force Majeure.**

Gould PI Investigations will not be responsible for delays or failures if such delay or failure arises out of circumstances beyond its control. Such circumstances may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communication failures, and severe weather, and acts or omissions of third parties.

**10. Limitation of Liability.**

In no event will a party be liable to the other for indirect, consequential, incidental, punitive, or special damages, whether or not foreseeable. Gould PI Investigations' total liability under this agreement will not exceed the total fees paid by Client in the preceding 12-month period. The limitations of liability in this section will not apply to Client's indemnification obligations under this Agreement.

**11. Construction.**

- i) The term "including" means "including, but not limited to".
- ii) Captions and headings are used in this Agreement for convenience only and will not be used to interpret this Agreement.
- iii) If any part of this Agreement is found to be unenforceable, all other parts will remain enforceable.

**12. Survival.**

All Sections will survive expiration or termination of this Agreement as necessary for the parties to fulfill their obligations under this Agreement.

**13. Notices.**

All communications required under this Agreement must be delivered personally or by an overnight delivery service to the intended recipients at their addresses specified below. Communications will be considered given when received (if delivered personally) or the next business day (if delivered by overnight delivery service). Any Party may change its address for the purpose of receiving notices to any other address by giving notice in accordance with this Section.

**14. Licensing.**

Gould PI Investigations is licensed and regulated by the Texas Department of Public Safety, Licensing and Registration Service – Private Security Program. Complaints or complaints may be directed to:

PO Box 4087  
Austin, TX 78773-0001  
(512) 424-7293  
RSD\_Customer\_Relations@dps.texas.gov

CLIENT HAS READ THIS AGREEMENT IN FULL AND HAD OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY OF CLIENT’S CHOOSING. BY SIGNING BELOW, CLIENT AUTHORIZES THE INVESTIGATION AND AGREES TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**GOULD PI**

Lisa G. Gould  
Lic. #A030580013

**By:** \_\_\_\_\_

**Printed Name:**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Address: 324 W. University Dr.  
Suite 350  
Denton, TX 76201**

**Address:** \_\_\_\_\_

**Phone: 940.206.3665**

**Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_