



M & M Investigative Services, LLC

P.O. Box 126

Huron, Ohio 44839

Phone: 419-616-3125

Toll Free: 1-866-601-2116

Website: www.ohioinvestigations.net

Agreement for Professional Investigation Services

The parties to this agreement are M&M Investigative Services, LLC., and _____ hereafter, "the Client".

M&M Investigative Services, LLC., has been hired by the Client to:

It is agreed that only the Client is permitted to authorize Agency personnel to perform tasks and incur fees and expenses. M&M Investigative Services, LLC., reserves the right to determine in its sole discretion which investigative techniques and methods to use in its investigation on behalf of the Client. In consideration of the foregoing terms and conditions, the Client understands that M&M Investigative Services, LLC., shall, under its best efforts, investigate the matter set forth above.

The Client understands and agrees that M&M Investigative Services, LLC., is to be paid for its time and expertise as follows:

\$ _____ per hour. All agency personnel time will be calculated in quarter hour increments. The Client understands and agrees that billable time shall include: (a) travel time to and from interviews, surveillances and trials, hearings and depositions; (b) time spent conducting research; (c) report preparation time; (d) time in court, hearings or depositions, including waiting time and time testifying; and (e) time spent speaking to and meeting with the Client.

The Client agrees to reimburse M&M Investigative Services, LLC., for all reasonable expenses incurred during and as part of its representation of the Client. Expenses will be itemized on each invoice by date, description and amount. Reimbursable expenses include, but are not limited to: (a) vehicle mileage at a rate of \$0.51 per mile; (b) long distance telephone charges; (c) hotel accommodations; (d) coach level airfare; (e) photocopying; (f) the actual cost of the film, film processing, videotape and similar items; (g) equipment rental; (h) parking; and (i) meals for agency personnel consumed in connection with necessary activities outside normal business hours of 8:00 a.m. and 5:00 p.m. M&M Investigative Services, LLC., will maintain copies of all receipts for individual expenses which will be available upon request. All services are subject to applicable Ohio Sales Tax.

A retainer in the amount of \$ _____ will be required before any work will be performed or any expenses incurred. The setting of this retainer amount is not a prediction by M&M Investigative Services, LLC., that the retainer amount will be sufficient to cover all future services and expenses. If the retainer becomes exhausted before completion of this project, the Client agrees to replenish the retainer by an amount mutually agreeable to the parties. The Client understands and agrees that if the retainer is exhausted and not replenished for whatever reason, M&M Investigative Services, LLC., is entitled to cease all work and close its file. M&M Investigative Services, LLC., agrees to return any unused retainer if the Client either discharges M&M Investigative Services, LLC., before completion of the project or the project is completed and an unearned balance remains in the retainer account. The Client agrees to pay M&M Investigative Services, LLC., for any un-reimbursed fees or expenses if the retainer is not sufficient to cover expenses and services performed at the time the file is closed.

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M&M Investigative Services, LLC., will bill the Client at least monthly or more frequently as determined by M&M Investigative Services, LLC. Invoices will be sent to the Client at the requested address. All statements will include services performed and expenses incurred since the previous statement, the itemized expenses, activities of the individual investigators including their total hours and fees, and show the full amount due for that billing period. If a retainer has been provided, M&M Investigative Services, LLC., will deduct the amount due and reflect the retainer balance on the statement. If no retainer has been provided or the retainer account balance is insufficient to pay the amount due, the Client agrees to pay the full amount due within thirty (30) days of the date of the invoice. Payment may be made by check or money order, made payable to M&M Investigative Services, LLC.,. If the amount due is not paid in full within the above designated time, M&M Investigative Services, LLC., reserves the right to terminate its services permanently or until such time as the full amount due has been paid. The Client agrees that M&M Investigative Services, LLC., may, at its option, charge interest on any amounts more than thirty (30) days overdue at a rate of 14.00% simple interest. The Client also agrees that M&M Investigative Services, LLC., may refer to a collection agency any unpaid balances overdue more than sixty (60) days. The Client agrees to be liable for all costs associate with collection including attorney fees and service of process.

The parties have agreed that the Client authorizes M&M Investigative Services, LLC., to perform services and incur expenses up to a total maximum of:_____.

M&M Investigative Services, LLC., agrees to make a good faith effort, but does not guarantee to notify the Client sufficiently in advance of the probable reaching of any cap in order to avoid an interruption of service. The cap may be extended by mutual agreement of the parties.

M&M Investigative Services, LLC., agrees to provide oral and/or written reports exclusively to the Client as are necessary and reasonable. A final written report will be given to the Client, unless requested to not do so. The Client understands and agrees that M&M Investigative Services, LLC., shall not be obligated to provide any oral or written reports unless all previous invoices have been paid in full. All written reports shall be provided exclusively to the Client at the address shown below.

The Client agrees that after the file is closed, M&M Investigative Services, LLC., shall be permitted to retain copies of all reports, invoices, exhibits or evidence acquired during the investigation, including copies of all documents, photos, films, videos and the like provided to M&M Investigative Services, LLC., by the Client.

The Client warrants and guarantees that: (a) it has retained the services of M&M Investigative Services, LLC., solely and exclusively for the reasons and purposes described above; (b) the Client is not working for any other individual or entity with an interest in the outcome of the services of M&M Investigative Services, LLC.; and (c) the Client agrees to use the results of the investigation, performed by M&M Investigative Services, LLC., solely for lawful purposes.

M&M Investigative Services, LLC., warrants and guarantees that: (a) it will professionally and diligently perform the services described in this contract; (b) that it will use only lawful means to conduct its investigation; and (c) that it will

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maintain Client confidentiality to the extent required and permitted under Ohio and Federal law. The Client authorizes M&M Investigative Services, LLC., to use the services of others to assist in carrying out this agreement and the Client further authorizes M&M Investigative Services, LLC., to share confidential client information with other investigative agencies or experts hired by M&M Investigative Services, LLC., to assist in the investigation and with legal counsel to obtain legal advice. M&M Investigative Services, LLC., does not and cannot warrant or guarantee any particular result or outcome from its investigative efforts. The Client understands and agrees that M&M Investigative Services, LLC., cannot guarantee the accuracy of information provided to it by witnesses, government agencies, news services, web sites, data brokers and other sources. Therefore, the Client assumes all disclosures of such information made by the Client to third parties. Any estimates on the likely costs of the services of M&M Investigative Services, LLC., or the time required to complete our services are simply good faith estimates and do not constitute a prediction or guarantee.

The Client and M&M Investigative Services, LLC., each reserve the right to terminate this agreement at any time and for any reason. Each agrees to notify the other orally, if feasible, and thereafter in writing. The Client agrees to pay and reimburse M&M Investigative Services, LLC., for any services and expenses earned or incurred until receipt of the written notice of termination.

The Client and its heirs, beneficiaries, devisees, legatees, administrators and assigns further agree to indemnify and hold harmless M&M Investigative Services, LLC., and/or its agents and employees from any and all actions, causes of actions, claims, damages and demands of whatever type wherever situated arising directly or indirectly from their investigation which the Client has requested above.

If any portion of the agreement is held to be invalid, then the remainder shall still retain its full force and effect.

Date: ___/___/___

Date: ___/___/___

Signed: _____

Signed: _____

Russell Brent McConnell, Owner
M&M Investigative Service, LLC.

Printed Name: _____

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