

## TERMS AND CONDITIONS:

- 1. Standard of Care:** PRIVATE DETECTIVE SERVICES will provide services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. PRIVATE DETECTIVE SERVICES makes no warranties, expressed or implied, in connection with its services.
- 2. Time Period for Performance of Services:** PRIVATE DETECTIVE SERVICES will commence services within five (5) business days of receipt by CLIENT'S signed Agreement. PRIVATE DETECTIVE SERVICES is not responsible for delays caused by any factors beyond PRIVATE DETECTIVE SERVICES' reasonable control. If delays beyond PRIVATE DETECTIVE SERVICES' reasonable control occur, the rates and amounts of payment provided for in this Agreement will be subject to equitable adjustment.
- 3. Times of Payment / Remedies for Non Payment:** PRIVATE DETECTIVE SERVICES will send an invoice to CLIENT for services completed. CLIENT agrees to pay the invoiced amounts upon receipt of the invoice. CLIENT agrees not to withhold, back charge, retain or off-set any sums from payment to PRIVATE DETECTIVE SERVICES for any reason, and waives any statutory rights to withhold, back charge, retain or off-set from the payments made to PRIVATE DETECTIVE SERVICES. Any payment not received by PRIVATE DETECTIVE SERVICES within 30 days will be considered delinquent. CLIENT agrees to pay monthly late charges on any delinquent payments at a rate of 1.5% per month for each month from the date of invoice. Payments will be credited first to interest and then to principal. If any payments are delinquent, PRIVATE DETECTIVE SERVICES may, without any legal exposure or liability, suspend all services until all delinquencies have been remedied.
- 4. Termination:** This Agreement may be terminated by either party for any reason upon 14 days' written notice to the other party. Both parties waive any claims for damages (except for nonpayment), loss of profit or delay costs associated with the termination. Notice must be received by PRIVATE DETECTIVE SERVICES by certified US Mail to address posted on the website.
- 5. Payments in Event of Termination:** If this Agreement is terminated, PRIVATE DETECTIVE SERVICES will be compensated for all services performed and expenses incurred under this agreement, together with all costs arising out of the termination.
- 6. Insecurity and Adequate Assurances:** If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, PRIVATE DETECTIVE SERVICES may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to PRIVATE DETECTIVE SERVICES, in addition to any other rights and remedies available, PRIVATE DETECTIVE SERVICES may partially or totally suspend its performance while awaiting assurances, without any liability.
- 7. Prompt Notice:** CLIENT will give prompt written notice via facsimile, email, and/or US Mail to PRIVATE DETECTIVE SERVICES whenever CLIENT observes or becomes aware of any development that affects the Scope of Services or believes there is a defect or nonconformance in the services provided.
- 8. Changes:** Client may, with the approval of PRIVATE DETECTIVE SERVICES, issue written directions within the general scope of any Services to be ordered. Such changes may be for additional work or PRIVATE DETECTIVE SERVICES may be directed to change the direction of the work, but no change will be allowed unless agreed to by PRIVATE DETECTIVE SERVICES in writing.
- 9. Independent Contractor:** PRIVATE DETECTIVE SERVICES is an independent contractor of Client.
- 10. Governing Law:** CLIENT agrees that this Agreement and any disputes will be governed by and construed in accordance with the laws of the County of Orange, State of California.
- 11. Laws now in Effect:** All estimates made by PRIVATE DETECTIVE SERVICES in connection with this Project are based on the laws, rules and regulations now in effect. Any subsequent change in laws, rules or regulations, including laws relating to taxes or fees, may affect the final cost, schedule or feasibility of the Project. If a change in a law, rule or regulation increases PRIVATE DETECTIVE SERVICES' costs to complete the project; PRIVATE DETECTIVE SERVICES will be entitled to additional compensation relative to the increase in costs.
- 12. Ownership of Documents:** PRIVATE DETECTIVE SERVICES owns all instruments of service produced by PRIVATE DETECTIVE SERVICES and its contractors and subconsultants in connection with this project. Any reuse, change or alteration is not permitted without written verification or adaptation by PRIVATE DETECTIVE SERVICES. CLIENT will indemnify and hold harmless PRIVATE DETECTIVE SERVICES and its sub consultants from all claims, damages, losses and expenses, including attorneys' fees, arising out of any unauthorized use of any instruments of service.
- 13. Consequential Damages:** Neither PRIVATE DETECTIVE SERVICES nor its affiliated corporations, officers, directors, employees or subcontractors will be liable for special, indirect, punitive or consequential damages. CLIENT will indemnify PRIVATE DETECTIVE SERVICES from any of these damages.
- 14. Allocation of Risks:** The Parties have carefully examined the Risks and Benefits of the Services to be Performed. Based on that examination, the Parties mutually agree to the fullest extent permitted by law, that PRIVATE DETECTIVE SERVICES will not be liable to CLIENT for any and all claims, losses, costs, damages or expenses. These claims and causes include, but are not limited to, negligence, professional malpractice, strict liability, breach of contract, or warranty.
- 15. No Third-Party Beneficiaries:** Work performed by PRIVATE DETECTIVE SERVICES pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. Client agrees not to use any documents produced under this Agreement for anything other than the intended purpose without PRIVATE DETECTIVE SERVICES' written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and the PRIVATE DETECTIVE SERVICES.
- 16. Waiver:** No waiver of a breach of any provision in this Agreement will be a waiver of any other or subsequent breach of the same or any other provision or a waiver of the provision itself.
- 17. Assignment:** The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by PRIVATE DETECTIVE SERVICES without the written consent of Client, which consent shall not be unreasonably withheld or delayed.
- 18. Severability and Survival:** If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if it did not contain the provision.
- 19. Time Limits for Claims:** Any claim brought by CLIENT against PRIVATE DETECTIVE SERVICES, its officers, employees, contractors or agents must be filed no later than one (1) year after the date of substantial completion of the Services or the expiration of the appropriate statute of limitations, whichever is earlier.
- 20. Entire Agreement:** This Agreement, including its attachments and schedules, is the entire agreement between CLIENT and PRIVATE DETECTIVE SERVICES and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement will not be modified except with written documents signed by both parties.