



THE 2011 TALI AGENCY FORMS FOR MEMBERS ONLY

*Confidential information for the distribution and use of current TALI members only. These are forms used currently by practicing investigators. However, you should review them carefully prior to your use. In some cases, such as the traditional legal documents you might want to consult your attorney to insure it is appropriate for your company.

CONTRACT FOR UNDERCOVER SERVICES

(Company Name) hereby agrees to provide the following person _____
_____ (hereafter called "client") with investigative services as follows:

(Company Name) agrees to provide an investigator to perform undercover investigations of the client's business. Although the undercover operative will be conducting a covert investigation of the client's business conditions and their employee's conduct, the undercover operative will be considered an employee of the client. As such, they will be protected under the client's workman's compensation and liability insurance from any incident that may occur while performing the duties set forth while working undercover.

(Company Name) agrees to provide the client with a written report, supporting documents, video tape or other relevant information upon completion of the services requested by the client. (Company Name) agrees to initiate the investigation within three (3) working days or at any other date and time mutually agreed upon by the parties involved.

(Company Name) hourly rate is \$XX.00, the mileage rate is .XX per mile, and expenses related to the investigation is additional (at cost). The client agrees to these terms and/or to the following terms: _____

The client understands that our agency shall use the best efforts to investigate or retrieve the information in the matter indicated, however, no specific results are guaranteed or promised. The client hereby agrees to allow the investigator(s) to perform the investigation at their discretion utilizing any lawful means deemed appropriate. Any interference by the client in this investigation or any misrepresentation of information will render this contract null and void and any retainer shall be forfeited to Kelmar and Associates.

(Company Name) has received a retainer from the client in the amount of _____
\$ _____, for services and costs expected to be rendered in the near term. The remaining balance is due and payable upon receipt upon completion of the investigation and receipt of the final report by the client. Payment not received within thirty (30) days from the completion of services (final report date) will be assessed a late fee of 12% against the amount owed. If client chooses to pay by credit card, I hereby waive the right to contest the charges. Should collection and/or legal services be required to obtain the balance due, the reasonable and necessary costs of doing so will be paid by the client.

I _____ (client) have read, understood and agree to said contract and hereby agree to retain (Company Name) on my behalf on this _____ day of _____ 201____.

CLIENT

DATE

This company is licensed and regulated by the Private Security Bureau. Complaints may be directed to P. O. Box 4087, Austin, TX 78773, (512) 424-7710."