

CLUGSTON POLYGRAPH & INVESTIGATIVE SERVICES

6440 South Lewis Avenue, Suite 2700, Tulsa, Oklahoma 74136
Office 918-622-7008 – Fax: 918-583-4449 Cellular 918-232-6312

ROY L. CLUGSTON, JR.
CHIEF INVESTIGATOR

I, _____, do engage and authorize Clugston Investigative Services to conduct a private investigation on my behalf, and to submit to me or my attorney a verbal or written report of the investigation.

This correspondence shall serve to confirm our understanding of the terms of our employment. It is necessary that we complete a fee agreement contract so there will be no misunderstanding. This agreement will become effective when I receive a signed copy of this letter and the payment of the retainer fee quoted.

1. **Services.** The office shall perform the following investigative services for the client:

_____ a. Describe: _____

_____ b Other services that may be requested from time to time by the Client after the execution of this agreement to which the Office is agreeable to performing.

As compensation for representation, my office will receive a fee based on \$ _____ an hour. I bill on a quarter of an hour basis. If in the future it is necessary for me to increase my rates, you will of course receive notice prior to the effective date of any such increase.

You agree to deposit with me a refundable retainer of \$ _____ to be applied toward my fees and expenses. Client acknowledges that this amount shall constitute the minimum fee to be charged in this case and that the retainer is refundable when charges do not exceed the retainer amount. Investigator shall bill against the retainer at a rate of \$ _____ per hour. In the event that your credit balance reaches an amount of \$150.00 and the case is not concluded you will be required to replenish your account with my office in any amount of \$ _____. If and when the retainer is exhausted, you further acknowledge that you shall pay the additional sum of \$ _____ per hour for all of the work performed by me. You agree that my invoice will be promptly paid upon presentment.

Costs incurred by the Office in the performance of the Services shall be due and payable by the client upon receipt by the Client of invoices from the Office, unless other arrangements are agreed to after the execution of the Agreement. Such costs may include copying and printing, postage, certified mail, overnight delivery, long-distance telephone, facsimile, research tools, mileage and messenger, filing fees, recording fees, etc. There is no guarantee by the office about the total amount of costs.

If upon receipt of any monthly bill, there are any questions regarding any item on the bill, the total amount of time, or any questions about the bill whatsoever, you should contact this Office within ten (10) days. The Office will assume that the bill is acceptable and that there are no problems with the amount of the monthly bill if you have not contacted the Office within (10) days.

This agreement may be terminated by either party with or without reason or cause upon ten (10) days notice. In the event of termination, the Investigator shall be paid his reasonable compensation and fees for services performed to termination date, reimbursable expenses then expended or incurred, and any expenses necessary to terminate the employment. The client agrees that non-payment of any due fees or expenses, and failure to timely communicate is grounds for investigator to terminate this agreement.

The matters, which the Client discusses with the Office, are generally confidential and privileged and will not be shared with persons outside the Office without the Clients consent. The Client agrees to give to the Office all of the relevant and truthful facts pertaining to the Client's matter and to cooperate with the Office as needed in the rendering of services by the Office. If more than one person sign Fee Agreement as the Client, then all such persons independently agree that the Office can share with each of them any information provided to the Office by any of the others who comprise the Client. With the Client's permission, the Office will discuss information pertaining to the Client's matter with the Client's other advisors, agents, representatives, etc.

Please be assured that I will always diligently and faithfully pursue your legal objectives to the best of my ability. As you can appreciate, however, this Office obviously cannot and does not guarantee that the result I achieve will be the result you may desire.

It is expressly understood and you agree that payment of my fee is not contingent upon reaching a particular result, but payment is to be made regularly in the manner set forth above.

This Fee Agreement constitutes the entire agreement between the parties concerning its subject matter, and it cannot be amended except by a writing signed by all of the parties to the Fee Agreement. This Fee Agreement shall be governed, construed, and interpreted under, and performed in accordance with, the laws of the State of Oklahoma. This Fee Agreement, and its terms and provisions, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal and legal representatives, trustee, agents, guardians, conservators, and permitted assigns. This Fee Agreement and the Client's rights, interests, duties, and obligations hereunder cannot be assigned by the Client.

Although I shall be the primary investigator in your case, I on occasion utilize the services of the others in my Office or on a contract basis to assist me in client cases. Please indicate whether you agree or disagree to the use of other investigators, whether employees of the Office or contract labor, in the Office working on your case by indicating your preference.

_____ Agree to the use of additional investigators if needed or

_____ Disagree to the use of additional investigators if needed.

I appreciate the opportunity to be of service and look forward to working with you. If at any time you have questions or comments regarding your case or any of my statements for services rendered, please feel free to call me.

Sincerely,
Roy L. Clugston, Jr.

BY MY SIGNATURE BELOW, I ASSUME ALL LEGAL AND FINANCIAL RESPONSIBILITY CONCERNING SAID INVESTIGATION. FURTHER MY SIGNATURE REFLECTS THAT THIS LETTER CORRECTLY SETS FORTH OUR UNDERSTANDING AND AGREEMENT.

Signed this _____ day of _____, 200__.

CLIENT'S SIGNATURE

Attachments: Copy of Private Investigator's License
Copy of FTC Privacy Notice