

Cops, Inc.

Investigation & Polygraph

111 N. Potomac Street
Hagerstown, Md. 21740
Email: dan@copscorp.com
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Contract for Professional Services with Cops, Inc.

This document represents a written agreement and contract for professional services between Michael Price, hereinafter referred to as the "Client" and Cops, Inc. a Maryland corporation licensed to conduct private investigations in the State of Maryland and Pennsylvania.

Cops, Inc. - Duty to Client

Cops, Inc. agrees to provide client with a private investigator(s) who will conduct a private investigation on the behalf of the client. Cops, Inc. agrees to conduct this investigation professionally, ethically, legally and in a timely manner. Cops, Inc. will provide the Client with verbal progress reports and/or written reports about this investigation as requested by the Client. Cops, Inc. agrees to make reasonable efforts to accomplish the goals of this investigation and bring this investigation to its logical conclusion, however, Cops, Inc. makes no promises or guarantees, express or implied, as to the actual outcome or results of this investigation. Cops, Inc. reserves the exclusive right to assign investigators and employ investigative techniques as it believes necessary during the course of this investigation.

Client's Duty to Cops, Inc.

The Client agrees to compensate Cops, Inc. for all professional fees and expenses as outlined in this contract and attachment(s). Hourly fees for investigative services will be billed in quarter hour increments. Client is responsible for payment of all investigative work requested by client and performed by Cops, Inc. regardless of whether the request(s) is made in-person, in writing, via facsimile, via e-mail, verbally, or by any other means. All payments for professional services are due upon receipt of invoice from Cops, Inc. All outstanding balances that remain unpaid beyond thirty days from date of invoice shall be charged a 1½ % service charge in addition to the outstanding balance. This service charge to the outstanding balance will be computed on a monthly basis.

Compensation

Client agrees to compensate Cops, Inc. for investigative services rendered at the rate of: 1) One Hundred dollars (\$100.00) per hour for the services of the investigators. Polygraph consulting will be rendered at One Hundred Twenty Five dollars (\$125.00) per hour. All billable hours, including all court appearances, involving travel time will be calculated from the office of Cops Inc., 111 N. Potomac Street, Hagerstown, Md 21740. Billable hours will include round trip travel time (departure and return time) from this intersection.

Surveillance Staffing and Minimum Hours

Client authorizes and Cops, Inc. agrees that all mobile surveillance work will be performed for the Client with two investigators. All surveillances have a minimum assignment time of one (1) billable hour for each investigator.

Database Search Expenses & Limitations

Client agrees to compensate Cops, Inc. for all database search expenses that are required and performed during the course of this investigation. Database searches include, but are not limited to: 1) Searches of MVA records for driver's license and vehicle registration records. 2) Searches of municipal and county records. 3) Searches of private databases for other information. Current pricing for these searches has been established by Cops, Inc. by providing the client with a current list of fees and attaching a copy of this fee schedule to this contract. Cops, Inc. will make every reasonable effort to provide the Client with accurate information, however, Cops, Inc. has no control over the input, recording, reporting, extraction, and dissemination of information provided by various database vendors and therefore Cops, Inc. assumes no liability or responsibility for the accuracy of information acquired from these vendors and subsequently provided to the Client.

General Expenses

Client agrees to reimburse Cops, Inc. for all legitimate expenses incurred as a result of conducting this investigation on the behalf of the client. General expenses include, but are not limited to: copying fees, fees paid for publication or reproduction of official reports, photographic expenses including film, and film processing, print duplication and enlargements; tolls, parking, meals, and beverages. When investigations require travel calling for overnight lodging all ground travel, and air travel expenses, lodging, and a per diem not to exceed fifty dollars \$50 per day will be paid by the Client.

Mileage

Client agrees to pay Cops, Inc. \$ 0.48 per mile per vehicle used.

Retainer

A retainer for professional services in the amount of \$1500.00 Fifteen Hundred Dollars has been accepted by Cops, Inc. from the Client. Upon the completion of this investigation any and all unused portions of this retainer will be promptly refunded to the Client by Cops, Inc. Client agrees to compensate Cops, Inc. for any and all expenses and fees that exceed the amount received as the retainer.

Cancellation of Services

Either party to this contract can terminate this request for services. The Client's request for investigative services and Cops, Inc. duty to provide investigative services will be considered terminated twenty-four hours after either party provides verbal notice to the other party. Any compensation or refund due either party is immediately due upon the cancellation.

Duty to Obey the Law

The Client has been informed that investigators and employees of Cops, Inc. will obey all federal, state, local laws and ordinances, including traffic laws, at all times during the course of this investigation.

Entire Agreement

This contract for professional services, and any attachments, constitutes the entire agreement between the Client and Cops, Inc. All other agreements, modifications, or amendments whether written or verbal, are rendered null and void by this contract for professional services.

Jurisdiction for Enforcement of this Contract

All disputes or litigation that arises as a result of this contract for professional services and any attachments, between the parties named in this contract for professional services shall be resolved in the State of Maryland in Washington County.

Attorneys Fees and Associated Expenses

In the event client violates this agreement and refuses to compensate Cops, Inc. for professional services rendered to the Client, the Client will be responsible for all debt for professional services based upon the hourly rates, terms and fee schedules as agreed to in this contract and attachment(s) and all costs associated with the recovery of this debt, including but not limited to: fees, expenses and charges from collections agencies that attempt to recover the debt on the behalf of Cops, Inc. and any and all legal fees including but not limited to court costs and attorneys fees.

Severability

If any paragraph or section of this contract for professional services is ruled illegal or invalid by a court reviewing any dispute or litigation that arises out of this contract for professional services that paragraph or section shall be stricken from this contract, however, all other sections of this contract shall apply and remain in force between the Client and Cops, Inc.

I have read and approve this contract for professional services in its entirety:

For Cops, Inc.

Name: Dan Seiler Title: CEO - Cops, Inc.



Signature: _____ Date: _____

For Client

Name: _____ Title: _____

Signature: _____ Date: _____