



# Martinez Investigations, Inc.

## PRIVATE INVESTIGATION SERVICES

701 Brickell Ave. Suite #1550 Miami, FL 33131 Office 305-557-4087

[Support@martinezinvestigations.com](mailto:Support@martinezinvestigations.com)

### Retainer Agreement for Investigative Services

This Retainer Agreement is for Investigative Services (Hereinafter "Agreement"), dated as of this \_\_\_\_ day of \_\_\_\_\_, 2010, is made and entered into by and between Martinez Investigations, Inc. (Hereinafter "investigators"), and Print clients name: \_\_\_\_\_ (Hereinafter "client"), identified with:  Passport #,  License # \_\_\_\_\_ Phone: \_\_\_\_\_, email: \_\_\_\_\_

Whereas, the client wishes to retain the services of a licensed private investigative agency in connection with this matter; and the client requires investigative services, security and (or) counseling;

Now therefore in consideration of the mutual promises herein contained, the investigator and client hereby agree to the terms as follow:

1. The client hereby retains Martinez Investigations, Inc. to:  
\_\_\_\_\_
2. All memoranda, field reports, any other documents prepared by the investigators during the course of this employment shall be, and remain, the property of the client. All memoranda and related information provided by the client to the investigators during the time of employment shall be and remain the property of the client.
3. All notes and other documents prepared by the investigators for use by the client in the presentation of any case matter shall become the property of the client, immediately upon their preparation by the investigators, whether or not such documents, are delivered to the client.
4. Under no circumstances will the investigators permit anyone other than the client, to inspect, make copy of, or take possession of any of the records or documents referred to in the above paragraph(s) without proof of a notarized letter by the client or stated by the client at the present time of employment.
5. This Agreement shall, in all respects, be governed by, and construed in accordance with, the laws of the state of Florida, United States, including all matters of construction, validity and performance. Venue for any suit to enforce performance or interpretation of this Agreement shall be in Miami, Miami-Dade County, and Florida. In the event any proceeding is brought to enforce the terms of this Agreement, the prevailing party shall



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be entitled to an award of its reasonable attorney's fees and costs associated therewith.

6. The terms of this Agreement are binding upon and shall inure to the benefit of the parties and their respective successors, heirs, legatees, administrators, representatives and/or assigns.

7. The investigators retain the right to withdraw the representation upon written notice to the client.

8. All notices required or authorized to be delivered to any party, shall be in writing, and shall be deemed to be given when hand delivered by request by the client, or when deposited in U.S. Mail, certified and postage prepaid as follows:

To Investigators: 701 Brickell Ave. Suite #1550 Miami FL 33131

To Client: Attn: (Please fill in address) \_\_\_\_\_  
\_\_\_\_\_

9. The client shall defend, indemnify and hold harmless investigators, to the fullest extent permitted by law, including, but not limited to Florida Statue section 607.0850(7) from and against any and all claims, demands, suits, liabilities, obligations, fines, penalties, losses, costs and expenses asserted against or incurred by investigators, directly or indirectly, that are in any way related or connected with:

A. Any investigation, matter, occurrence or event directly or indirectly involving the client which took place or existed, in whole or in part, during the terms of investigators employment by the client.

B. Any act, action or omission taken or made by investigators in connection with activities on behalf of, or relating to the engagement on behalf of the client, or which are related in any investigation, matter or anything involving the client.

A one-time non refundable total fee of US\$ \$ \_\_\_\_\_ payable with USD \$ \_\_\_\_\_

retainer required upon start of investigation and the remaining balance in \_\_\_\_ payments to be paid  weekly,  bi-weekly,  monthly of USD \$ \_\_\_\_\_.

In addition to fee, client agrees to be responsible for all cost incurred on his/her behalf including but not limited to air travel, hotel accommodations, transportation & meals. Client's Initial. \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_/\_\_\_/2010 \_\_\_\_\_

Investigator: \_\_\_\_\_ Client: \_\_\_\_\_