

POLICIES and TERMS OF SERVICE 2024



David Liston Investigative Services

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David Liston Investigative Services, a **Washington State** licensed detective agency, # 1633, 4250 Martin Way E. Ste. 105, #106 Olympia WA, 98516 herein referred to as (**AGENCY**),

SCOPE OF WORK

CLIENT retains AGENCY to conduct investigative services. CLIENT agrees to pay all fees and costs hereinafter incurred as a result of this investigation. As such, CLIENT agrees that AGENCY is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of CLIENT, but the manner in which the following investigative services are conducted shall be left to the sole discretion of the AGENCY.

CLIENT agrees to provide agency copies of initiating accident report, complaint, summons, court order, and a completed AGENCY Request Form, if requested, before AGENCY begins the investigation.

LAW FIRMS, PI'S AND ATTORNEYS

WHEN CLIENT IS AN ATTORNEY, LAW FIRM OR PI CONTRACTING FOR THE SERVICES OF INVESTIGATOR TO ASSIST SAID ATTORNEY, PI, OR LAW FIRM IN ANY MATTER ON BEHALF OF THE ATTORNEY, LAW FIRM'S OR PI'S CLIENTS:

THE ATTORNEY, PI OR LAW FIRM EXPRESSLY AGREES THAT THEY ARE THE AGENCY'S CLIENT and **THE OBLIGATION TO PAY THE INVESTIGATOR FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY, PI, OR LAW FIRM**, AND IS IN NO WAY CONTINGENT ON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE INVESTIGATION, OR (2) THE ATTORNEY, PI, OR LAW FIRM BEING PAID BY ITS CLIENT. LAW FIRMS AND PI AGENCY'S CLIENTS ARE NOT THIS AGENCY'S CLIENT.

TERMS

All casework for non-law firm clients is debited from deposit. We will not exceed the deposit and if it should become exhausted, all work will stop.

Hourly billing (and mileage, if any) will start and end at the University Place office or Olympia office, whichever is closest. Fractions of hours are charged in 1/10-hour increments. (i.e., 1 hour, 10 minutes is billed as 1.1 hours). Invoices are due upon receipt and are billed as NET 15.

All deposited funds remaining at end of investigation (if any) will be refunded with statement and report, or retained for further casework as directed by clients.

RATES

The hourly rate for surveillance, general investigative casework, conferences requested by client after the contract is signed, photography and video services including post-production editing is billed at \$110.00 per hour. Hourly billing (and mileage, incurred if any) will start and end at the University Place office. Mileage is billed at .67 (sixty-seven cents) per mile.

Holiday (Federal and State recognized) assignments will be billed at (2x) twice the regular hourly rate. AGENCY will forward CLIENT statements and/or invoices listing in detail any and all time and expenses incurred in the assignment.

UPDATES

Unless requested by clients and budgeted in advance of scheduled surveillance activities, no 'updates' shall be routinely provided. For example, we will not routinely advise you that there is nothing to report. Otherwise, no client-requested written interim reports or pre-report briefs will be done *during surveillances*. Conferences and 'updates' previously arranged and budgeted subsequently requested by clients after the assignment has begun shall be debited at \$110.00 per hour.

CONFIDENTIALITY

All investigative findings furnished to CLIENT are exclusively for CLIENT'S own use. CLIENT agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know, and/or are authorized by law. CLIENT will hold AGENCY harmless from damages, losses or expenses including attorney fees, incurred in connection with claims based on investigative findings provided to CLIENT, for which CLIENT fails to keep strictly confidential.

AGENCY will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by the CLIENT, or court ordered.

EMERGENCY CASES (short notice) when less than **(24)** twenty four hours from notice to initiation of case is requested will be billed at **(1½)** one and one half times the hourly rate above for the first **(4)** four hours per investigator.

Federal and State recognized Holiday casework will be billed at twice (2x) the regular hourly rate per Investigator.

COURT APPEARANCES

CLIENT agrees to compensate the AGENCY at the agreed-upon rates below for evidence preparation in response to subpoena; any court appearances or depositions either prior or subsequent to the completion of the investigation, whether or not under order of subpoena, and regardless of the party requesting the appearance.

If courtroom testimony, evidence preparation in lieu of a deposition or deposition regarding any matter related to this investigation is required, the fee will be **\$125.00** per hour per investigator plus expenses with a (3) three-hour minimum per day. Any appearance over (5) five hours will incur a flat fee of **\$800.00** per investigator per day. Travel to and from courts mileage of .56 cents per mile shall be added.

All courtroom, evidence preparation and deposition fees are due in advance. A deposit for the amount must be received 7 days prior to scheduling the investigator(s) for court, preparing duces tecum evidence, or deposition. AGENCY shall not be responsible for court delays or cancellations. Forty-eight **(48)** hours notice is required in the event of any cancellation; otherwise CLIENT account will be invoiced for each investigator for each day or portion scheduled.

DISCLAIMER

CLIENT expressly acknowledges that AGENCY'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. AGENCY MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS, OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION. No illegal or unethical services will be knowingly provided by AGENCY. AGENCY reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all state and federal laws, regulations and best practices.

CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY BE NEITHER THAT WHICH IS DESIRED, NOR IN THE FAVOR OF THE CLIENT.

REPORTS AND MEDIA PRODUCT

INVESTIGATIVE REPORTS

AGENCY will generate a written report of the investigation in a timely manner **at the completion of the investigation**, given the CLIENT's account is not in arrears. Report composition time is charged at the same rate as investigation casework.

SURVEILLANCE REPORTS

Surveillance reports are provided in the form of video evidence, delivered at the conclusion of surveillance activities.

When requested in writing and budgeted, a written chronological report can be created to accompany the video evidence but is not included in the standard Surveillance rate quote..

Video editing, report composition and media distribution costs are invoiced and debited at the hourly rate.

CLIENT understands that accident scene videos, covert surveillance recordings and pictures are, by their nature, NOT television studio-type productions and are often taken from a long distance, from unusual locations and during extreme traffic and weather conditions. As such, the quality of the videos and photographs can be variable. AGENCY will proceed with due diligence to obtain highest quality video and/or pictures that can be obtained given the circumstances without placing the investigator in any physical harm, unsafe position, or violating privacy statutes. No "Audio" recordings will be made relative to surveillance recordings. Only deposition videos will have an audio track.

Original video media and/or removable drive media will not be released to CLIENT, but will remain the property of AGENCY until required to be surrendered in court as evidence. Extra copies of media for the purpose of the CLIENT's review can be made at the CLIENT's request and expense as outlined in RATES above. Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the media copies are released to the CLIENT. AGENCY RESERVES THE RIGHT TO WITHHOLD ANY AND ALL REPORTS AND/OR MEDIA PRODUCT PENDING PAYMENT IN FULL AND BANK CLEARANCE THEREOF.

ACCURACY OF INFORMATION SOURCES

Database search reports are performed strictly by the information provided on the subject by the CLIENT. Any error in spelling, format, or sequence of letters, words, or numbers, personally identifiable information about the subject or their relatives, can result in incorrect or incomplete information on the subject.

Data supplied from different private sources, computer systems, public information facilities, government open record institutions, might contain confidential source information. All attempts are made to maintain the integrity of this data.

AGENCY cannot be held liable for inaccuracies contained in public record information or databases accessed. No guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose.

If the information reported to AGENCY is not "Original Source" information, it is strongly recommended that any information gathered be cross-referenced with "Original Source" information.

RESPONSIBLE USE OF INFORMATION

AGENCY is NOT a consumer-reporting agency. AGENCY promotes the responsible use of the information that it provides, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information that is, or becomes, part of the public domain through no action of AGENCY.

Our Clients are responsible for safeguarding the information provided from unauthorized third party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations.

It is incumbent upon the CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information.

Furthermore, the CLIENT affirms that the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s). Client will not use AGENCY as proxy to violate restraining orders, and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation.

CLIENT MISREPRESENTATION

CLIENT attests that he/she has not misrepresented him/herself, his/her company, organization, or purpose for requesting the services that AGENCY provides. CLIENT understands that misrepresentation in this agreement, in AGENCY's sole opinion, may result in civil and criminal action against the CLIENT and/or his organization, additionally any and all monies paid shall be forfeited. AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical, or immoral reasons.

FAX and EMAIL SAME AS ORIGINAL

Signatures and approvals accomplished by means of FAX and/or EMAILS shall have the strength and enforceability of an original hand-signed written copy.

SURVIVABILITY

The terms of this agreement shall apply to all future assignments for CLIENT until otherwise modified in writing and agreed to by both parties. This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, law firm attorneys and their successors.

GOVERNING LAW

The laws of the State of Washington shall govern this Agreement. CLIENT hereby agrees that in the event of any litigation regarding fees owed to AGENCY, that jurisdiction and venue shall be in Thurston County, Washington.

This being the entire Agreement of both parties expressed in this document, and no verbal understandings, agreements or other documents shall alter, modify, or change the terms of this contract. CLIENT agrees that AGENCY may assign this agreement to a sub-contractor in part or whole to complete this assignment, but at all times, AGENCY will continue to meet the terms and conditions of this agreement.

This agreement is binding for the benefit of and upon the parties hereto, their heirs, firms, executors, assigns, legal representatives, and successors. As to terminology context in this agreement, singular shall mean plural and vice-versa. Terms used in the male gender serve as function words and do not denote a specific gender but the CLIENT as an individual or entity.

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