**Alden Wheeler Detective Agency & GPS** (Representation Agreement)

 This Agreement, (hereinafter the agreement) is effective on January 10th, 2024, and is by and between Alden Wheeler Detective Agency, Hereinafter “AWDA” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client, “hereinafter Client”.

 Whereas, the Client desires to employ AWDA to perform Private Investigative Services and whereas AWDA agrees to provide these services under the terms and conditions of this agreement.

Now therefore, the parties agree as follows:

1. Services:
	1. AWDA agrees to provide the services for client as set forth on the attached sheet (Exhibit 1) (Hereinafter the “Services”).
	2. AWDA will provide licensed Private Investigators compliant with all Federal and State statues, rules, and regulations. Additionally, AWDA is Licensed and Bonded.
	3. Client agrees that the Services will be preformed pursuant to AWDA’s sole discretion and in compliance with all directives given by AWDA to Client.
	4. AWDA may contract for the use of additional Investigator(s) if and when needed, at AWDA’s sole discretion.
	5. AWDA may use any and all Investigative equipment, software, know-how and other implements of the trade, which AWDA considers in its sole discretion to be necessary to provide Services.
	6. AWDA will maintain reasonable communication with the Client during the Investigation.
	7. Client agrees to provide accurate and factual information. Further, Client agrees to respond to AWDA’s communications in a reasonable timeframe.
	8. Upon completion of the Services and payment for same, AWDA will provide Client with a written report within 60 days summarizing the Services preformed, insofar as is needed to comply with State rules and Regulations. Client specifically agrees, that pursuant to South Carolina Code of laws (current through end of 2024 session) Section 40-18-70 (G) the Client hereby waives the right to the aforementioned written report, but only in the event that Client had not met its financial obligations set forth in this agreement. \_\_\_\_\_\_\_\_\_\_\_\_\_Initial:
	9. For additional fees and payment as set forth in Exhibit 1, AWDA will appear at Court to testify as to the Services Performed.
2. **Costs and Payments**
	1. Client agrees to pay AWDA at AWDA’s then current published rates and charges, a copy of which is attached hereto (Exhibit 1), Such rates and charges may be amended from time to time by AWDA, sending a copy of such amended rates and charges to Client in writing, unless Client has requested no correspondence, in which case, AWDA will notify the Client verbally and document the same in AWDA’s notes for the case.
	2. The Client understands that AWDA requires a $\_\_\_\_\_.00 retainer on the effective date of this agreement. No services will be preformed without this retainer. Additionally, the retainer is Non-Refundable upon receipt, due to the fact that AWDA’s resources are valuable (both person & equipment) and that AWDA has to forego other opportunities to make these resources available to Client. When the Clients retainer is lower than the anticipated cost to finish the services, Client will replenish the retainer in an amount agreed between AWDA and the client.
	3. Additional to the rates above, Client agrees to repay AWDA for any expenses it occurs on behalf of the Client. Such expenses may include but are not limited to mileage, hotel stays, equipment reasonably needed, additional Investigators, and other expenses which may or may not be listed on AWDA’s published rates and charges which are attached hereto.
	4. All services must be paid before they are rendered. If for any reason the Client carries a balance with AWDA, it will accrue interest at a rate of two (3%) or the highest rate allowed by law, whichever is greater. When the services rendered equal the amount of the retainer Client has placed with AWDA then Client agrees as follows: \_\_\_\_\_\_\_Initial: Client desires for AWDA to continue providing services at the rate and charges set forth in exhibit 1. Hereto and Client agrees to pay all such charges immediately upon AWDA billing for same; or Client agrees for AWDA to stop work immediately when Clients retainer has been earned..
	5. Client agrees to pay all cost of collection for any amounts unpaid, whether or not disputed. Such costs may include but not limited to attorney’s fees, and or court cost.
3. Term and Termination.
	1. This agreement is effective on the date set forth above, and will continue until the earlier of the completion of the services, or termination by either party.
	2. Either party may terminate this Agreement at any time by giving written notice sent certified mail return receipt requested or hand delivered, or verbal to the Client if they have requested no correspondence. The termination will be effective upon receipt of such notice, unless the receiving party refuses or does not pick up such notification, in which case, the notice will be deemed given upon the last date the deliverer made a good faith attempt to deliver the notice.
4. INDEMNIFICATION, HOLD HARMLESS, LIMITATION OF

 LIABILITY

* + 1. THE PARTIES AGREE THAT THEY REQUESTED AWDA TO PREFORM SERVICES THAT REQUIRE STEALTH AND KNOWLEDGE IN AREAS THAT ARE FRAUGHT WITH POSSIBLE LIABILITIES. CLIENT AGREES TO FOLLOW AWDA’S INSTRUCTIONS EXPLICITLY AND TO INDEMNIFY, DEFEND, AND HOLD AWDA HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY BE BROUGHT AGAINST CLIENT AND AWDA., ITS CONTRACTORS, AGENTS, EMPLOYEES, AND OR OWNERS, WHICH ARE DUE IN WHOLE OR PART TO CLIENTS ACTIONS OR DETRIMENTAL INACTIONS.
		2. CLIENT AGREES THAT AWDA’S PRICING REFLECTS A NEGOTIATED AGREEMENT FOR THE CLIENT TO ASSUME LIABILITY IN THIS CASE; THEREFORE, CLIENT AGREES THAT EXCEPT IN THE CASE OF AWDA’S WILFUL AND WANTON GROSS NEGLIGENCE, CLIENT WILL IDEMNIFY, DEFEND, AND HOLD AWDA HARMLESS FROM AND AGAINST ALL CLAIMS WHICH MAY BE BROUGHT UNDER THE TERMS OF THIS AGREEMENT AGAINST CLIENT, AWDA, AWDA’S CONTRACTORS, AGENTS, EMPLOYEES AND OR OWNERS, WHETHER SUCH IS BROUGHT UNDER CONTRACT OR TORT, LAW OR EQUITY.
		3. SHOULD ANY COURT OF COMPETENT JURISDICTION FIND FOR ANY REASON THAT AWDA IS LIABLE TO CLIENT OR A THIRD PARTY CLAIMING THROUGH CLIENT, THE CLIENT AGREES THAT THE TOTAL AMOUNT OF ANY LIABILITY FROM AWDA, AWDA’S CONTRACTORS, AGENTS, EMPLOYEES, AND OR OWNERS (CUMULATIVELY) SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THE SERVICES RENDERED.
1. **GENERAL AND DISPUTE RESOLUTION:**
	* 1. The headings are for ease of reading and understanding purposes only and are not to be considered terms of the Agreement.
		2. The term “client” will be construed to include all clients who have signed this Agreement, jointly and severally.
		3. This Agreement was entered into in the State of South Carolina, in the county of Anderson.
		4. This Agreement will be construed in all its aspects under the laws of the State of South Carolina.
		5. The parties agree the venue will rest in Anderson County unless otherwise agreed.
		6. The parties agree that all disputes will first be mediated or taken through a certified collaborative law process before it may be litigated. This does not allow the filing of an action in the appropriate Court of competent jurisdiction for the purpose of complying with the appropriate statue of limitations. This further does not disallow collection actions by AWDA for monies earned but not yet paid.
		7. This is the entire agreement between the parties, which merged all previous discussions, memoranda, or other writings, all of which have no further effect.
		8. If any of this Agreement is adjudicated to be invalid, all remaining terms are hereby reaffirmed as if the invalid term was never written in the Agreement, unless the term can be interpreted to amend such term only as much as is needed to make the term valid, in which case, the Court should do so.
		9. The parties agree that they were not under the influence of any drugs (Prescription or otherwise) or alcohol, which would have rendered them unable to objectively sign this Agreement. The parties acknowledge that they are of sound mind.
		10. The parties both agree that they believe this Agreement to be fair and equitable to both parties in all regards.

The parties agree by their undersigned authorized representative that they have read this Agreement and the Exhibits hereto, understand its terms, and desire for this to be the Agreement between the two parties.

Exhibit #1: Rate: $50.00 Per Hour / $50.00 for 2nd Agent includes (Travel, Court, Court Prep)

Exhibit #2: Tracker $225.00 per week or $40.00 per day.

Exhibit #3: Travel Expenses paid for overnight or Out of State Cases

Exhibit #4: Mileage of .50 cent per mile as per government mileage rates

Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AWDA:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed: H Alden Wheeler

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 01-10-2024