



# SERVICE AGREEMENT

New Client Contract

319 N. Washington St. #914 Owosso, MI 48867 • (989) 249-3931 • MI License: 3701-206437

## SECTION I

### GENERAL PROVISIONS

1. **THIS SERVICES AGREEMENT** ("Agreement") is made and entered into by and between Slandala, Inc. d/b/a i2 Investigations ("i2 Investigations") (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, "Slandala, Inc.") and

\_\_\_\_\_ [Client Name] (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly "Client") with primary residence or business address located at: \_\_\_\_\_  
\_\_\_\_\_. This Agreement shall be effective on the date of last signature below (the "Effective Date").

**Licensing / Regulation Authority-** Slandala, Inc. d/b/a i2 Investigations is state licensed, bonded, insured, and regulated by the Michigan Department of Licensing and Regulatory Affairs. i2 Investigations' Michigan License Number is 3701-206437.

2. **Purpose of the Agreement** - In consideration of the agreements made herein, i2 Investigations will conduct investigative activities consisting of (be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for the purpose of (be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Start of Services** - Above investigative activities will begin on or about \_\_\_\_\_.

Please initial showing your agreement to the above. Client Initials: \_\_\_\_\_

4. **Due Diligence** - i2 Investigations, its employees and agents, will pursue Client's objectives with due diligence and to the best of their ability, and all expressions made relative thereto are matters of i2 Investigations' opinion only.

**a. No Warranties or Guarantees** - Neither I2 Investigations, nor its employees or agents, have made any warranties or guarantees as to the success of the investigation, research, or matters in question. DUE TO THE NATURE OF INVESTIGATIVE WORK, NO WARRANTIES OR GUARANTIES CAN BE GIVEN AS TO THE SUCCESS OR QUALITY OF RESULTS ACHIEVED. Client understands that investigations are, by their nature, limited by time and resources, and may not produce the final product that the Client had desired or intended.

**b. Refunds/Credit** – Based on the nature of collections, skip tracing, and investigative work, we are unable to "guarantee" the desired result of our clients. This is clearly stated within this Agreement and is consistent with industry standards. We make every possible attempt to locate and verify the information found on each search request before submitting the information to the client and provide the client the most current information available based on our investigation. Any client request for credit will be considered on a case-by-case basis and if notified within (10) days of completion of services. All monies paid as retainer are non-refundable.



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5. Client Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s) - Client hereby certifies that all of its requests where applicable (e.g. asset searches, credit reports, driving records) for investigative services from i2 Investigations shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only:

Please Check All That Apply:

<input type="checkbox"/>	Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	Section 604(a)(3)(A). For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account.
<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
<input type="checkbox"/>	Section 604 (a)(3)(D). To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
<input type="checkbox"/>	Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
<input type="checkbox"/>	Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
<input type="checkbox"/>	Section 604(a)(3)(F)(ii). To review a consumer's account to determine whether the consumer continues to meet the terms of the account.
<input type="checkbox"/>	Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.



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## SECTION II

### FEES AND EXPENSES

**1. Service Payment** - The client agrees to pay i2 Investigations for its time, material, and services. Client does agree to promptly pay invoices. Client failure to pay any invoice within the (30) days will result in the invoice balance being applied to the major credit card on file, on the 31st day, as security of payment for services rendered or \$25.00 late fee for unsecured accounts.

**2. Cancellation Fees** – A fee in the amount of \$25.00 will be charged to Client for cancellation of each database (e.g. background or asset) search request previously submitted to i2 Investigations. i2 Investigations often commences a search request immediately upon receipt from client and incurs time and costs to commence said searches.

**3. Court Related Fees** – Client agrees to reimburse i2 Investigations \$75.00/hr, billable in 15 min increments, \$1.00 per page copy fee, and .50 mile, for any time spent complying with court related services such as Depositions, Interrogatories, Witness Testimony, Requests for Production of Documents, Notices to Produce, and any/all other court processes which must be undertaken by i2 Investigations as a result of litigation involving Client including, and/or by, third parties. In addition, Client will also reimburse any attorney fees incurred by i2 Investigations, its employees, and representatives incurred in response to services provided by i2 Investigations for the Client.

**4. Retainer** - The Client agrees to pay a non-refundable retainer in the amount of \_\_\_\_\_ to i2 Investigations prior to the commencement of services. Once the client's expenses meet or exceed their collected retainer fee, they will be notified via telephone and / or email and asked to direct i2 Investigations in writing whether to suspend or continue their efforts on their behalf. Client may be asked to pay an additional retainer to continue services at the discretion of i2 Investigations.

#### a. Retainer Method of Payment

CHECK (Services can not commence until check has cleared)

Check Number: \_\_\_\_\_ Amount of Check: \_\_\_\_\_

CASH Amount: \_\_\_\_\_

CREDIT CARD (Complete Payment Authorization Form)

**5. Paid in Full** - The Client further agrees that all monies owed to i2 Investigations at the completion of this Service Agreement will be paid in full at that time. All monies not paid in full as agreed will be subject to a five percent (5%) interest charge per month or any portion thereof for each and every month the balance remains unpaid. The client further agrees to pay all costs of collection plus reasonable attorney fees.

**6. Rates** - Client acknowledges receipt of the i2 Investigations Service Rate Schedule addendum, and agrees to be billed for services at the rates therein provided.

**7. Special Rate Consideration** - i2 Investigations acknowledges the value of the Client and agrees to the following special rates (be specific):

\_\_\_\_\_  
\_\_\_\_\_

i2 Investigations Representative Initials: \_\_\_\_\_ Client's Initials: \_\_\_\_\_



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### SECTION III

#### CONFIDENTIAL INFORMATION

**1. Access to and Protection of Client's Confidential Information** - i2 Investigations acknowledges that in the course of this Agreement, it shall have access to confidential and proprietary information of the Client which the Client may make available to i2 Investigations. i2 Investigations agrees not to disclose or disseminate the Confidential Information without the express prior written consent of the Client. The term "Confidential Information" shall not include such information as is or becomes part of the public domain through no action or omission of i2 Investigations, which becomes available to i2 Investigations from third parties without knowledge of i2 Investigations of any breach of fiduciary duty, or which i2 Investigations had in its possession prior to the date of this Agreement.

**2. Indemnification of Investigative Consultant From Client Provided Information** - Client agrees to indemnify and hold i2 Investigations harmless against all claims, damages, losses, expenses, liabilities, and / or client or third party actions arising out of or related to any information which the Client provided to i2 Investigations prior to, or during the course of, the Services provided.

**3. Indemnification of Investigative Consultant From Its Services or Information Provided** - Client agrees to indemnify and hold i2 Investigations harmless against all claims, damages, losses, expenses, liabilities, and/ or client or third party actions arising out of or related to the i2 Investigations' services or information provided therein. i2 Investigations shall not be liable for any special, incidental or consequential damages of any type.

**4. Information Services** - Information services are performed strictly by the information provided on the subject by the client. Any error in spelling of name, identifiers, or sequence of numbers can result in wrong information on the subject. A fee of \$25 may be charged to client for bad / erroneous Social Security Numbers provided to i2 Investigations for searches that require a Social Security Number, at the discretion of i2 Investigations. i2 Investigations must have a correct Social Security Number of the subject prior to commencing certain searches. Data is supplied from different private sources, databases, computer systems, public information facilities, and government open record institutions. Every attempt has been made to report public agency information accurately. Data may originate in United States or from other countries. Sources may have items that are incomplete, incorrect, omitted, misspelled, or deleted and are not in the control of Investigative Consultant. Human error when compiling this search is possible. All attempts are made to maintain the integrity of this data. Data collected in this search is to be released to the party intended as per your request. Other distribution is prohibited.

**5. Accuracy of Search Results** -The accuracy of information submitted by the Client will directly determine the accuracy of search results. i2 INVESTIGATIONS CANNOT BE HELD LIABLE FOR INACCURACIES CONTAINED IN PUBLIC RECORD INFORMATION, DATABASES ACCESSED, OR REQUESTS SUBMITTED BY THE CLIENT. While the information furnished is from reliable sources, its accuracy is not guaranteed. All searches are on a best efforts basis; no guaranties, promises or claims are made about potential search or investigation results. All information should be verified as to accuracy, timeliness and legal applications prior to preparation of report(s) or usage of information. Use of available data may be subject to the FCRA and other applicable laws. The client assumes full responsibility for the release of any information obtained with these reports.

**6. Asset Search Information** - Client certifies that all asset search requests have a permissible purpose pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681b) Section 604. All asset searches are conducted in strict compliance with the Drivers Protection Privacy Act (DPPA), Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), and Gramm-Leach-Bliley Act (GLBA). Client understands that verification and appropriate documentation may be required prior to commencement of any search requiring a permissible purpose. Asset information may only be used in the course of legal proceedings, FCRA approved purposes, and held strictly confidential. Any release of information violates these Terms upon which i2 Investigations makes its sale of information in good faith on this basis. All asset searches are conducted on a best efforts basis only and i2 Investigations shall be indemnified from any and all claims arising out of found, not found, frozen accounts, garnished wages, and other potential claims. **Any information obtained from financial asset searches shall only be used for information purposes only, solely to support the legal process, and should be followed-up by a subpoena, production of documents request, or contact to the garnishment department for additional information before proceeding with any legal recourse, including garnishment .** Client warrants that financial asset searches are legal and proper in his/her and subject's jurisdiction and agrees to comply with all applicable laws (local and state) and Client bears full legal costs in event of suit and further will hold all information confidential. Client agrees that use of data obtained from i2 Investigations shall be for legal and moral purposes only and accepts responsibility for its use. Client agrees to indemnify and hold i2 Investigations and its suppliers, employees and officers harmless from all damage claims or losses suffered by i2 Investigations as a result of possible claims by third parties relating to use of the data provided by i2 Investigations.



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**7. Consumer Credit Information** - i2 Investigations promotes responsible use of the information that it provides. Therefore, i2 Investigations states to client, the viewer, or user that any "Data" obtained from i2 Investigations must only be used as lead information only to locate or further identify the subject(s) and whereabouts of assets and should not be used, in part or on whole to determine a consumers eligibility for credit, employment, insurance or any other purpose for which a consumer report would be obtained, except in connection with collection of a debt. If adverse action is to be taken against the consumer and the information to be used has been obtained from i2 Investigations, it must be verified from another source prior to adverse action. Client is hereby notified that liquid asset information is developed using standard investigative methods including public records, third-party sources, creditors' networks, and databases.

8. Client warrants that he has all required waivers to obtain this information. If the necessary legal waivers have not been obtained, the client agrees to indemnify and hold i2 Investigations, its employees, and representatives harmless from any and all claims that may or may not result from this lack of proper waivers.



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### SECTION IV

#### INVESTIGATION SPECIFIC CLAUSES

**1. Missing Person and Skip Tracing Investigations** - The Client agrees that if this investigation is an attempt to locate a person (family member, adoption, reunion, former family member, friend or significant other), for a non-commercial purpose that does not fall with permissible purpose guidelines of the Fair Credit Reporting Act (FCRA), I understand I will not receive the subject's whereabouts or personal information until they have signed a waiver authorizing the release of this information to me. In the event that the subject declines the release of his or her information, you authorize i2 Investigations to release your home address, email address, telephone number or other contact information to the subject for the purpose of contacting you directly. In any case, I understand that I will still be liable for the cost of the investigation conducted whether the subject authorizes the release of their information or not.

**2. Background Investigations** - The Client agrees that the data provided in the final investigative report may be derived from third-party commercial databases and information aggregation services and will be specifically identified as provided by a third-party. As a result, i2 Investigations cannot warrant the comprehensiveness, completeness, accuracy, or adequacy for any particular use or purpose of the information provided and expressly disclaims all warranties, express or implied, as to any matter whatsoever. i2 Investigations, its employees, representatives, and service providers will not be responsible for any loss or damage caused by the use of this data.



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### SECTION V

#### OTHER PROVISIONS

**1. Entire Agreement, Modification, Assignment** - This instrument constitutes the sole and entire agreement between the parties hereto, and all statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be void or binding; this contract may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed on this agreement. Client agrees that i2 Investigations may assign this agreement to another licensed agency or individual, or may subcontract with another licensed agency or individual to complete this Agreement. Any assignee or subcontractor shall fulfill all the terms and conditions of this Agreement.

**2. Binding Effect** - This agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, executors, assigns, legal representatives, and successors of the respective parties.

**3. Governing Law** - This Agreement is intended as a contract for Investigative Services and shall be interpreted in accordance with the laws of the State of Michigan.

**4. Terminology** - As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

**5. Responsibility to Cooperate** - All parties agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

**6. Notices** - All notices, including demands, shall be in writing and delivered to I2 Investigations' address listed hereunder, by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above notice, notice by EMAIL shall be deemed to have been given as of the date and time it is read should a return receipt be generated or if the receipt of the email is acknowledged by a representative of i2 Investigations.

**7. Arbitration** - All parties to this agreement agree to abide by the terms in this Agreement. In the event that a dispute arises according to the interpretation of this agreement, all disputes, if unresolved through personal negotiation, will be arbitrated under the rules of the American Arbitration Association, and any judgments in accordance with the above may be entered in a court of competent jurisdiction.

**8. Investigative Consultant's Expertise** - As to any matters not covered in this agreement, i2 Investigations is not an expert and Client is encouraged and advised to seek expert advice and to retain appropriate experts such as lawyers, accountants, law enforcement officials, and the like, as appropriate. **i2 Investigations is not licensed to practice law nor is providing duties as a certified law enforcement, insurance, or financial/ securities agent.** Client acknowledges that if matters, other than those listed as services provided by i2 Investigations, are a concern to them, then they have sought and obtained independent advice relative thereto.

**9. Attorney's Fees and Costs of Collection** - Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to the payment of his reasonable attorney's fees, plus all costs of collection.

**10. No Waiver** - Any failure of i2 Investigations to seek redress for the violation of, or to insist upon, the strict and prompt performance of any covenants or conditions of this agreement shall not operate as a waiver of any such violation or of i2 Investigations' right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by i2 Investigations for any such violation. Acceptance by i2 Investigations of any late payment or partial payment shall not constitute a waiver of any rights of i2 Investigations, including, without limitation, the right to terminate this Agreement. The receipt of any payment by i2 Investigations with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this agreement may be waived by i2 Investigations unless such waiver is in writing and signed by i2 Investigations.

**11. Remedies Cumulative** - All rights and remedies available to I2 Investigations by law, including but not limited to those described herein, shall be cumulative and concurrent.

**12. Headings** - All headings and subheadings employed within this agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this agreement.



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**13. Investigative Consultant's Fee** - Any fees listed in i2 Investigations' literature, web site, or quoted by a salesperson indicate a range of prices and may not show the exact price that you will be charged for a given service. This list is not necessarily complete as to services available, information required, or results of the various services. This is intended as a quick reference only. i2 Investigations reserves the right to amend, change, or discontinue their prices and / or services at any time.

**14. Client Misrepresentation** - Client attests that he has not misrepresented himself, his company, organization or his purpose for viewing i2 Investigations' website for requesting any services from i2 Investigations. Client understands that misrepresentation in this agreement may result in civil and criminal action against Client and / or his organization, employees and affiliates. i2 Investigations reserves the right to refuse client's specific requests at any time and cooperate with law enforcement officials when misuse of information or unlawful activity is suspected. Client agrees that visitation to i2 Investigations' website or placing of a search request is not for the purpose of entrapment, sting operation, nor pursuit of i2 Investigations, its employees, vendors, clients, affiliates nor officers. I2 INVESTIGATIONS RESERVES THE RIGHT TO REFUSE TO PROVIDE INFORMATION TO THE CLIENT FOR SECURITY, SAFETY, UNLAWFUL, OR IMMORAL REASONS.





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### SECTION VI

#### SPECIAL STIPULATIONS

**1. Discussion of Case** - The Client agrees that i2 Investigations may speak with the following individuals regarding the disposition of the services being provided by i2 Investigations. Additionally, the Client agrees that i2 Investigations, its representatives, and employees may disclose confidential information to the below.

Please list all individuals whom i2 Investigations has permission to correspond with:

\_\_\_\_\_  
Name and Telephone Number

\_\_\_\_\_  
Name and Telephone Number

\_\_\_\_\_  
Name and Telephone Number

\_\_\_\_\_  
Name and Telephone Number

**2. Other Special Stipulations** - The Client and i2 Investigations has agreed to the following additional special stipulations (be specific): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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### SECTION VII

#### ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Representative, i2 Investigations

\_\_\_\_\_  
Client's Print Name

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
City, State, Zip

i2 Investigations  
319 N. Washington St. #914  
Owosso, MI 48867

\_\_\_\_\_  
Telephone Number

Phone: (989) 249-3931

\_\_\_\_\_  
Email Address

Email: [inquiry@i2investigations.com](mailto:inquiry@i2investigations.com)

Website: [www.i2investigations.com](http://www.i2investigations.com)

\_\_\_\_\_  
Bar / PI License Number (If Applicable)



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## APPENDIX A

### I2 INVESTIGATIONS SERVICE RATE SCHEDULE

#### Fixed Rate Services

<b>Surveillance</b>	\$600.00
Includes:	
Eight (8) hours onsite surveillance	
One (1) Complete Subject Background Report	
Mileage (up to 250 miles)	
Video / Still Photo Documentation (DVD)	
Complete Activity Report	
<b>Statements</b>	\$250.00
Includes:	
One (1) Complete Subject Background Report	
Mileage (up to 250 miles)	
Audio / Video / Still Photo Documentation	
Complete Activity Report	
Detailed Statement Report and Evaluation	
Each additional statement (Same time / Location): \$100.00	
<b>Background Reports</b>	\$65.00 - \$150.00
Background report rates vary by the amount of detail requested. Reports can include previous address history, criminal history, financial history, asset searches, and much more. See our website for complete details and call for exact pricing.	
<b>Pre-Employment Reports</b>	\$70.00
Includes:	
Name, Address, SSN Verification	
Education Verification	
Reference Verification (three)	
Prior Employment Verification (five)	
Criminal History Records Search	
Professional License Verification	
Additional Services Available - See our website for complete details.	
<b><u>Special / Hourly Investigations</u></b>	\$75.00, per hour. One hour minimum, billed by the quarter hour thereafter.
Includes: Fraud Investigations, Skip Tracing, Domestic Investigations, Data Retrieval, Information Systems Forensics Services, and all other Investigative Services. See our website for complete details on these services.	
<b><u>Additional Services</u></b>	
Video Evidence Copy (DVD)	\$15.00
Digital Photograph Copy	\$2.00
Physical Photograph Copy	\$4.00
Mileage Rate (per mile)	\$.51
Audio Statement Transcription	Varies

All rates current as of April 2014. Rates subject to change. Rates do not include sales tax where applicable.