

***Northeast Claim Service***

**P.O. Box 1252**

**Schenectady N.Y. 12301-1252**

**Tel: 518-882-5025**

**Fax: 518-882-9388**

**Contract for Services**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Northeast Claim Service, hereinafter Agency and \_\_\_\_\_ herein after Client.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out, agree as follow:

1. AGENCY shall provide CLIENT with investigative services which may result in: written reports, recorded statements, documents, photographic, video, audio, and related materials, as set forth by the terms and conditions below. CLIENT agrees that all reports will be submitted and received subject to the conditions of this Agreement.
  
2. Reports can be delivered via US Mail, faxed upon consent from CLIENT, hand delivered or delivered telephonically.
  
3. CLIENT agrees to pay AGENCY for all services rendered regardless of the outcome of said services. Payments in full are due to AGENCY by way of agreed retainer or paid upon receipt of invoice for services. CLIENT agrees to pay AGENCY for all work undertaken or to be undertaken at the rate of \$\_\_\_\_\_ per hour billed at quarter hour increments plus all associated expenses, plus applicable NYS Sales Tax with the understanding that CLIENT shall pay a retainer in this instance of \$\_\_\_\_\_ against costs. When the retainer is exhausted, billing for further services and expenses will be requested and is due upon receipt. If payment is not received all work will be discontinued until payment is received. It is agreed that any and all court appearances pertaining to this case are billed at the rate of \$\_\_\_\_\_ per hour plus associated expenses.
  
4. Pursuant to State laws, AGENCY will keep and maintain all reports strictly confidential. Except where required by law, no information from reports will be revealed to the person reported on or to any other person unless CLIENT gives express consent.
  
5. In the process of obtaining requested information, AGENCY will comply with all provisions of Federal, State, and Local laws and regulations pertaining to the use of criminal conviction histories and/or bank account or confidential financial information and adhere to all current privacy rules and regulations. AGENCY assumes that all information sold to CLIENT will be used for lawful purposes only and CLIENT acknowledges that it has represented such to AGENCY.
  
6. AGENCY will endeavor to provide complete and accurate reports pursuant to this agreement. Nevertheless, CLIENT acknowledges that the information contained in such reports is obtained from sources including, but not limited to: public records, nonproprietary services and through observation or perception, which may require the exercise of judgment or interpretation. CLIENT further releases AGENCY, its officers, employees, and affiliated companies and any companies or individual from which AGENCY obtains information included in a report, from the liability arising or alleged to arise directly or indirectly from any negligent acts, errors, or omissions by any of the providers of information or AGENCY in connection with the preparation of any reports, written or verbal.
  
7. Name similarities may be included in the report due to lack of sufficient information to verify that the individual or entity is the subject of research. It is agreed that CLIENT will furnish AGENCY with true and accurate information to the best of CLIENTS knowledge and ability at the time of this agreement. AGENCY reserves the right to decline, or withdraw from, any assignment that might give rise to a conflict without explanation. CLIENT understands that knowingly supplying false, misleading or incomplete statements or information to AGENCY relating to said assignment will result in immediate termination of said assignment and forfeiture of all retainers and money paid to AGENCY. AGENCY does not draw conclusions, makes representations, nor expresses any opinions regarding the information contained in the report.
  
8. By requesting and receiving reports, the CLIENT agrees to indemnify and hold harmless AGENCY, its officers, and employees from any and all claims, liabilities, expenses, fees including attorney fees, costs, and judgments arising from CLIENTS use or possession of the information furnished in said reports.

***This Business is Licensed by the Department of State, Division of  
Licensing Services***

9. CLIENT agrees that AGENCY is engaged solely by yourself or your company, regardless of your client's ability and/or willingness to pay and further agree that if any monthly invoice is not paid by you or your company within thirty days after it is rendered, it will be subject to a service charge at the rate of 1.5 % per month and you will be responsible for any reasonable expenses associated with collections including, but not limited to: our time at our standard hourly rate and all attorney fees related to collection of any past due amounts from CLIENT. CLIENT and AGENCY designates Schenectady County, New York as venue for any and all legal actions related to collection of any amounts or fees associated with this agreement.

**Services provided shall be solely for the purpose of attempting to:**

Services not to exceed a total of ( ) investigative hours.

**INSTRUMENT AS ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party that are not contained in this contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed on this agreement.

**EFFECT OF AGREEMENT**

This agreement shall inure to the benefit of and be binding on the heirs, executors, assignees, and successors of the respective parties.

I, We, Our, My Heirs beneficiaries, devisees, legatees, administrators and assigns further agree to indemnify and hold harmless said Licensee, Investigator, investigative agency and/or it agents and employees from any and all actions, causes of actions, claims, damages and demands of whatever type wherever situated arising directly or in directly from their investigation which I, We, have requested above.

*IN WITNESS WHEREOF*, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

**LICENSEE**

\_\_\_\_\_

**CLIENT**