

CLUGSTON POLYGRAPH & INVESTIGATIVE SERVICES

ROY L. CLUGSTON, JR.
CHIEF INVESTIGATOR

This correspondence shall serve to confirm our understanding of the terms of our employment. It is necessary that we complete a fee agreement contract so there will be no misunderstanding. This agreement will become effective when I receive a signed copy of this letter and the payment of the retainer fee quoted.

As compensation for representation, my office will receive a fee based on \$75.00 an hour. I bill on a quarter of an hour basis. If in the future it is necessary for me to increase my rates, you will of course receive notice prior to the effective date of any such increase.

You agree to deposit with me a refundable retainer of \$ _____ to be applied toward my fees and expenses. Client acknowledges that this amount shall constitute the minimum fee to be charged in this case and that the retainer is refundable when charges do not exceed the retainer amount. Investigator shall bill against the retainer at a rate of \$75.00 per hour. In the event that your credit balance reaches an amount of \$150.00 and the case is not concluded you will be required to replenish your account with my office in any amount of \$600.00. If and when the retainer is exhausted, you further acknowledge that you shall pay the additional sum of \$75.00 per hour for all of the work performed by me. You agree that my invoice will be promptly paid.

This agreement may be terminated by either party with or without reason or cause upon ten (10) days notice. In the event of termination, the Investigator shall be paid his reasonable compensation and fees for services performed to termination date, reimbursable expenses then expended or incurred, and any expenses necessary to terminate the employment. The client agrees that non-payment of any due fees or expenses, and failure to timely communicate is grounds for investigator to terminate this agreement. Please be assured that I will always diligently and faithfully pursue your legal objectives to the best of my ability. As you can appreciate, however, this firm obviously cannot and does not guarantee that the result I achieve will be the result you may desire.

It is expressly understood and you agree that payment of my fee is not contingent upon reaching a particular result, but payment is to be made regularly in the manner set forth above.

I appreciate the opportunity to be of service and look forward to working with you. If at any time you have questions or comments regarding your case or any of my statements for services rendered, please feel free to call me.

Sincerely,
Roy L. Clugston, Jr.

I, _____ do engage and authorize Clugston Polygraph & Investigative Services to conduct a private investigation on my behalf, and to submit to me or my attorney a verbal or written report of the investigation.

By my signature below, I _____ assume all legal and financial responsibility concerning said investigation. Further my signature reflects that this letter correctly sets forth our understanding and agreement. Signed this _____ day of _____, 2001.

CLIENT'S SIGNATURE