

Agency-Subcontractor Agreement

1. **Parties and Contract Duration.** This Agreement between Arkansas Investigations (the Subcontractor) and _____ (the "Agency"), located at _____ commenced on _____ and shall remain in full force until terminated by either party. The Subcontractor agrees to provide the following services to the Agency according to the terms and conditions of this Agreement.
2. **Services;** Investigative and/or surveillance activities on said subject. For surveillance services video will be recorded at least every 60 minutes of the entire surveillance. The video shall note the time and date on it, reflecting all time's video was taken. A report will be generated detailing all activities of the subject, and submitted with the video. Any unusual activity will to be reported to the agency immediately. Both video and final report must be submitted together. All video will be submitted to agency on CD/DVD. Additional costs may be incurred for VHS video.
3. **Compensation.** In consideration of the Subcontractor's aforementioned services Agency shall pay Subcontractor at rate of \$ _____ plus _____ per mile. Services are paid portal to portal. A retainer in the amount of \$ _____ is/is not required and must be paid before any work is initiated. This retainer is to be credited to the total fees charged for the services. Fifty percent (50%) of the retainer is non-refundable and will be used to compensate Arkansas Investigations for scheduling and prep time.
4. **Independent- Contractor Status.** Subcontractor shall exercise independent judgment, working according to (his/her) own method & requirements without being subject to the control of Agency except as to results or product of Subcontractor's work. Subcontractor shall have no authority to commit or bind Agency to any obligations, financial or otherwise, without first obtaining written approval from Agency or Agency's designee. Subcontractor shall pay all Federal and State taxes on moneys paid. Agency does not regard Subcontractor as an agent or employee of Agency for any purpose and does not entitle Subcontractor to any of the benefits Agency provides for its employees. Subcontractor is a licensed Private Investigator in the state of Arkansas (License Number A20040061), Oklahoma (License Number 07PIA3391) and South Carolina (License Number 2569).
5. **Subcontractor Insurance/Licenses.** Subcontractor shall pay for and maintain vehicle and pertinent Private Investigator insurance coverage while performing work for agency. Subcontractor agrees that all activities will be legal and in compliance with all laws and rules and regulations of the governing body of the state.
6. **Assignability.** Any assignment of this Agreement by Subcontractor without the written consent of Agency shall be void.
7. **Termination.** Either party may terminate this Agreement and service at any time without cause and without penalty upon 5 business days' prior written notice to the other party, effective upon sending. This contract automatically terminates upon the death of either party will all monies due there under to be paid to the benefit of the respective heirs, representatives, successors, and assigns of that party.
8. **Arbitration.** Any controversy of claims arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof according to the laws of Arkansas. The losing party shall pay the costs of arbitration.
9. **Written Notice.** All communications regarding this Agreement should be sent to Arkansas Investigations, 400 West Capitol Ave, Suite 1700, Little Rock, AR 72201, unless notified to the contrary, and to. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addresses at the address stated in this Agreement or such other address as ay hereunder be specified by notice in writing.
10. **Integration and Contract Modification.** This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Agency and the Subcontractor with respect to the subject matter of this Agreement. This Agreement may be modified in any respect by verbal statement or representation however any changes must be memorialized in electronic (email) or written communication within 48 hours, or agreement made by *any employee, officer or representative* of the Agency, or by any written documents unless signed by both the Agency and Subcontractor.
11. **Severability.** If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or

(Please Initial) _____
Agency

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regulation of any jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

12. **Governing Law.** This Agreement shall be governed by the laws of the *Arkansas*.

13. **Summary of Facts.** Provide summary of basis for hiring Arkansas Investigations. Details may be provided under separate cover.

IN WITNESS WHEREOF, the parties understand, agree and have executed this Agreement effective the date first stated below.

By: _____ Date _____

Agency

By: _____ Date _____

Subcontractor

This section must be completely filled out by Agency or Agreement (**WILL NOT**) be accepted.

Name _____

Address _____

City _____ State _____ Zip _____

PI License # _____ Phone _____ Cell Phone _____ Fax _____

(Please Initial) _____
 Agency