
ENGAGEMENT AND RETAINER TERMS – Effective October 25, 2020

BETWEEN: *Individual or Business, the “Client” (referred name hereafter), with his/her/business main address at: refer to “Investigation Request” form.*

AND: *BlackIron Investigative Group, the “Principal” (referred name hereafter), licensed under the Laws of the Province of Alberta.*

1. *Name of person or business, the “Client”, does hereby agree to retain the services of the “Principal”, a private investigation agency, licensed under the Laws of the Province of Alberta, which maintains its’ office for performing private investigation services.*
2. *The “Principal” agrees to use its’ best effort to investigate the matters set forth and perform the services for which it is being retained.*
3. *The “Principal” makes no result express warranties, assurances or guarantees, with regards to the work that will be completed.*
 - a) *Furthermore, the fees payable to the “Principal” by the “Client” pursuant to this agreement is not in any way contingent upon or related to the results of the services performed or the information and details which are developed, during the investigation.*
 - b) *The “Client” agrees that the “Principal” shall conduct such investigation, as it deems appropriate by utilizing any LAWFUL means.*
4. *The “Principal” is retained to perform pursuant to the Engagement and Retainer Agreement.*
 - a) *This agreement shall be binding upon the “Client’s” heirs, devisees, legatees, administrators, executors, successors, and assignees.*
 - b) *This agreement shall be construed and interpreted in accordance with the Laws of the Province of Alberta.*
 - c) *If any portion of this agreement is determined to be invalid or unenforceable, the remainder if the agreement shall continue in full force and effect.*
5. *The “Principal” accepts cases on a retained basis only. Investigation hours, searches and incidental expenses are charged off against the retainer.*
 - a) *The “Client” agrees to compensate the “Principal” of the rate quoted per Estimate/Invoice, including per each Investigator; incidental expenses for search fees, hotel, meals, parking, telephone calls, faxes, photocopies, per kilometer rate, photographic development and/or of any other incidental expenses that arise or connect accordingly to the investigation.*

6. *All retainer fees must be paid in full prior to commencement of investigations and/or reports released.*
 - a) *All investigations are subject to further fees after the retainer is used in full, as per the "Client" request.*
 - b) *Further fees are to be paid in full upon receipt of invoice and information pertaining to the investigation will only be release to the "Client" upon full payment.*
7. *We accept payment by credit card or e-Transfer. Retainer fee(s) must be paid upon receipt to commence the investigation.*
 - a) *By making a retainer payment to the "Principal", it is confirmed that the "Client" has read and agrees to the "Policy Terms" and the "Engagement and Retainer Agreement".*
8. *Concurrently with the execution of this "Engagement and Retainer Agreement", the "Client" shall pay to the "Principal" a non-refundable retainer in the amount state in the Estimate/Invoice, (exceptions may apply per case).*
 - a) *No services shall be performed by the "Principal" until the "Client" has signed the "Investigation Request" form and/or paid the Invoice in full.*
 - b) *The "Principal" accepts payment by credit card or bank e-Transfer. We do not accept cash or cheques but may only with exceptional circumstances agreed by the "Principal" and "Client".*
9. *All initial investigations are subject to further investigative services if required by the "Client" and agreed to by the "Principal" and the "Client".*
 - a) *Upon further investigations that exceed the amount of the initial retainer and upon the "Client" agreeing to continued investigations; the "Client" agrees to pay for additional investigation fees, including incidental expenses and kilometerage fees.*
10. *A "Final Report", when applicable and determined by the "Principal", will be provided to the "Client" rendered by the "Principal" upon completion of the investigation within five (5) to ten (10) business days, depending on the case length of time and detail, and/or otherwise cause of health, tragedy or circumstantial reason.*
11. *If the "Client" fails to pay for services rendered and costs incurred, the "Principal" reserves the right to withhold the release of any or all information in which it develops during the investigation(s).*
 - a) *The default of payment of any sums due hereunder, the "Client" agrees to pay ll costs of collection including but not limited to reasonable lawyer's fees, court cost, as well as actual costs incurred with collecting such fees or a judgement rendered by a court of competent authority.*
 - b) *If it becomes necessary to institute litigation to enforce the terms of this agreement, such litigation shall take place in the Province of Alberta.*
 - c) *Interest shall accrue on any monies owed by the "Client" to the "Principal" at the rate of to percent (2%) per month or twenty-four percent (24%) per annum or the maximum amount recoverable by law.*
12. *The "Principal" reserves the right to stop work of any investigation, and at any time, and at the sole discretion of the "Principal".*
13. *If the "Client" terminates the investigation, it is of the sole discretion of the "Principal" that the retainer funds shall be forfeited and non-reimbursable.*

14. The "Principal" may discontinue work if any promised payment is not made in a timely manner or set date as per invoice deadline, by the "Client", or does not describe the parameters of the assignment in full, or if the "Client" has misrepresented any material fact(s) concerning the assignment, or if the "Principal" is used in any illegal or harmful activity.
- a) Any of these assessments will be made at the sole discretion of the "Principal". The "Client" will be responsible for all charges up until the work stoppage, and the case will not be eligible for a refund of any retainer balance.
15. The "Principal" reserves the right to determine if there are any prepaid, unused funds that could be eligible for a refund on a legitimate case.
- a) If a refund is determined and confirmed, it will be issued within five (5) to ten (10) business days of the investigation completion.
- b) Refunds will be issued by "e-Transfer" only to the "Client's" email address.
16. Missing Persons Locate Policy: PLEASE READ CAREFULLY
- a) If the missing person (hereafter, referred to as the "Subject"), the "Subject" is located upon the investigation, their personal contact information is protected by:
- aa) FOIP Law -
https://www.qp.alberta.ca/1266.cfm?page=F25.cfm&leg_type=Acts&isbncln=9780779762071
- bb) PIPA Law –
<https://www.alberta.ca/personal-information-protection-act.aspx>
- b) The "Subject" reserves the right of privacy and their information will only be disclosed upon written consent.
- c) The "Principal" acts as an intermediary on behalf of the "Client" and the "Subject".
17. The "Client" agrees to defend, indemnify and hold the "Principal" and/or its' agents and employees harmless from any/all actions, courses of action, claims, damages and demands of whatever type arising directly or indirectly from the services.
18. All information developed and submitted by the "Principal" and provided to the "Client" or the "Client's" authorized representative, shall be treated as strictly confidential and not released or disclosed to any third party.
- a) Any information required for a "third party", will be submitted directly to the "third party" by the "Principal" only, to ensure its' authenticity.
19. This agreement constitutes the entire agreement between the parties with respect to the services to be provided by the "Principal" pursuant to this agreement.
20. There are no other agreements, express, implied, written, oral or otherwise, except as expressly set forth herein.
- a) This agreement may not be modified, except with special circumstances determined and deemed by the "Principal" in writing to the "Client" and signed by both parties.