



Kalmbach & Associates, Inc.

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*Specializing in Corporate,
Legal & Financial Investigations*

Traffic Data Recorder CLIENT SERVICES AGREEMENT

This agreement is made this ____ day of _____, 200__, between Kalmbach & Associates, Inc. ("KAI"), and _____ ("Client") whose address is _____.

Rates and Services: Client agrees to retain KAI, and KAI agrees to perform certain investigative, consultation and/or testimony services on behalf of Client, as requested and authorized by Client, pertaining to the **Traffic Data Recorder** as follows:

Attached to this agreement is **Important Traffic Data Recorder Information** and **Client Questionnaire** that is pertinent to this traffic data recorder assignment that needs to be read and initialed on each page.

The hourly rate of \$125.00 per hour, per investigator, plus expenses and applicable sales tax, will be charged to Client for time spent performing any and all of the following services on behalf of Client for technical investigations, expert investigative consultation, security consultation, and all **investigative consultative, investigative expert services and/or security expert services**:

- Pre-investigation Client consultation and coordination
- Telephone conferences
- Technical investigation
- Client consultation and coordination during the assignment
- Preparation of written reports
- Post-investigation Client consultation and coordination
- Travel time will be invoiced at \$100.00 per hour per investigator
- Any other tasks necessary to perform the services requested and authorized by Client not otherwise covered in this agreement

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The hourly rate of \$150.00 per hour, per investigator, plus expenses and applicable sales tax, will be charged to Client for time spent performing any and all of the following services on behalf of Client:

- Testimony, deposition or trial, now or in the future, resulting from the work performed by KAI under this agreement
- Preparation for testimony
- Standby for testimony
- Travel time will be invoiced at \$100.00 per hour per investigator

Expenses: Expenses will be charged to and payable by the Client as follows:

- Special equipment use fee for traffic data recorder \$150.00 per day
- Reports generated from traffic data recorder \$25.00 each
- Tubing as per required schematic layout \$2.75 per linear foot
- Mileage \$.50 per mile
- Copy fees (in-house) \$.10 per copy
- Copy fees (other) at cost
- Fax transmissions (Transmitted long distance) \$1.00 per page
- Long distance telephone expense \$.50 per minute
- Computer database expense varies
- Other expenses at cost
- Sales tax as required by law

Sales Tax: Sales Tax will be billed to Client in the manner and at the rate as required by applicable law at 8.25% of all services rendered and all expenses billed.

Retainer and Billing: A non-refundable retainer in the amount of \$_____ to be paid to KAI by the Client is required prior to the commencement of any services to be performed by KAI. In addition to the retainer, Client agrees to pay the balance, if any, of all fees, expenses and sales tax within thirty (30) days of the receipt of any invoice from KAI. It is further understood and agreed that a bookkeeping charge equal to 1.5% of the balance shall be added every thirty days (30) days to all unpaid invoices which become thirty (30) or more days past due. If the account is placed in the hands of an attorney for collection or is collected by suit or through probate, Client agrees to pay any and all court costs, reasonable attorney fees and any other expenses necessary to enforce the terms of this agreement.

Reports: KAI agrees to deliver to Client a written report, if requested, upon completion of all services to be performed under this agreement, or from time to time as requested by Client.

Termination: This agreement may be terminated by Client or by KAI at any time by giving written notice to the other party at the addresses shown herein, effective upon receipt. Upon termination for any reason, Client agrees to remit to KAI payment in full

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for all services rendered pursuant to this agreement, plus expenses and applicable sales tax, that are incurred through the date of the termination.

Confidentiality: This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. It is understood and agreed that KAI cannot and does not guarantee success or the desired results from services rendered by KAI pursuant to this agreement. This agreement shall become effective upon execution by both parties and with receipt of the retainer required herein.

CLIENT:

KAI:

Printed Name of Client

Linda Kalmbach
President/General Manager

Signature of Client

Client Address:

Client Date of Birth: ____ / ____ / ____.

Client Social Security Number: _____

Client Driver's License Number: _____

*Kalmbach & Associates, Inc. is licensed by the Texas Commission on Private Security,
P.O. Box 13509, Austin, Texas 78711 (512) 238-5858.*