



FORMER SECRET SERVICE AGENT - PRESIDENTIAL PROTECTION, THE WHITE HOUSE
YOUR SINGLE GLOBAL SOURCE FOR SECURITY CONSULTING, PRIVATE INVESTIGATIONS,
TECHNICAL SURVEILLANCE COUNTER-MEASURES AND EXECUTIVE PROTECTION
(888) 831-0809 INFO@LASORSA.COM WWW.LASORSA.COM

PROTECTIVE SERVICES ADVISOR
RETAINER AGREEMENT & SERVICE CONTRACT

In consideration of the terms, conditions and covenants between the parties contained herein and intending to be legally bound hereby, LaSorsa & Associates (hereafter known as the Firm) agrees, pursuant to the request of the client (hereafter known as the Client), to furnish: Security consulting and/or human resources consulting services as may be requested by the Client during the term of this agreement. This representation will include the fee agreement (delineated below) and the scope of services to be rendered, orally agreed to and stated below, between the Firm and the Client.

Protective Services Advisor Rates and Fees:

Labor:

- \$125 per hour, 6 hour minimum billing periods.

Per Diem:

- \$75 per day if traveling greater than 50 miles from home or provided hotel.

Mileage:

- Current/applicable government rate per mile.

Travel, Lodging and Vehicles:

- Billed at cost when pre-approved by client. (if not provided by the Client)

Cancellation:

- If a request is canceled within 48 hours prior to the start time of the project, the full amount of days will be billed, minimum of 6 hours; any non-refundable expenses will be charged.
- If an assignment or work order is canceled within 7 days prior to the start time of the project, ½ of the assigned days will be billed, minimum of 6 hours; any non-refundable expenses will be charged.
- If an assignment or work order is canceled in excess of 7 days prior to the start time of the project, none of the assigned days or hours will be billed; any non-refundable expenses will be charged.

The Client agrees, regardless of the outcome of any assignment, the Client is responsible for full payment. The Client agrees to indemnify, defend and hold the Firm and its officers, directors, employees, agents and contractors harmless from and against any and all costs, losses, judgments and liabilities, including, without limitation, claims of libel, slander, defamation and wrongful discharge which may be asserted against the Firm or any of its officers, directors, employees, and contractors arising, directly or indirectly from the collection, possession, transmittal or use of the reports, other documentation or actions furnished to or by the Firm or the Client, including any acts, errors and omissions committed or occurring during this assignment. The Client shall defend, indemnify and hold harmless the Firm, its affiliates, their officers, directors, employees, agents, successors, and assigns from and against all losses, claims, damages, costs, expenses, actions, judgments, interest, penalties, fines, costs, expenses, or liability that may directly result from the Firm's compliance with the directions, post orders, instructions or requests of the Client or any of the Client's designated representatives. The Client agrees that the Firm may end services at any time if conditions exist where the unacceptable behavior, criminality, unwanted exposures or disagreement to cooperate with accepted security practices, protective measures and standards of or by the Client will cause a reduced level of protection or excessive risk which is determined to be unacceptable by the Firm. The agreed to retainer amount may not necessarily be the total cost of the case or project. Once time and effort have been expended, the retainer funds will be charged. Depending on the scope of the assignment or project, additional monies may be needed. If the total cost of the assignment or project is less than the retainer amount provided, a refund will be made. Detailed billing will be provided. No work product will be released without first receiving full payment for all services and expenses.

Initials: _____

The Firm will bill against retainer funds on a regular basis. Any invoices with open balances are payable, without offset, in full and immediately upon receipt. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be submitted to the Firm by the Client, in writing within seven days from the invoice date, setting forth the nature of the dispute and including all supporting documentation, or such dispute and claim shall for all purposes be deemed waived by client. For the purpose of this paragraph, time is of the essence. The Client agrees to pay all reasonable collection, attorney fees and all reasonable costs which may be incurred by the Firm in the collection of any unpaid balances, due pursuant to the terms of this agreement. The Client also agrees to pay/compensate the Firm at the agreed upon hourly rate of \$250 an hour, for all time spent collecting any open debt. Under no circumstances shall the Firm be liable to the Client for special or consequential damages. Furthermore, both parties agree, notwithstanding anything to the contrary herein, in the event the Firm is found liable for any reason whatsoever, The Firm's liability hereunder shall be limited to the maximum of the amounts charged by the Firm and paid by the Client for services rendered. The Firm is an equal opportunity employer and does not discriminate in hiring, promotion or enforcement of its policies and procedures on the basis of race, color, creed, sex, age, marital status or national origin and complies with all pertinent laws, executive orders and regulations. This agreement supersedes all prior and other agreements, oral or written between the Firm and the Client and represents the entire agreement between the parties. No other agreement or representation, oral or written, has been made by the Firm. Any alteration, modification or amendment to this agreement must be in writing containing the signature of the authorized representative of each party. The parties agree there are no third party beneficiaries to this agreement. In the event a purchase order is issued and any term or condition of the purchase order conflicts with this agreement, then, the terms and conditions of this agreement will prevail. The Client and the Firm agree that, in the event any term or provision of this agreement shall be determined to be invalid or illegal, it shall be interpreted in terms most consistent with the existing terms with all the remaining terms and provisions remaining in full force and effect.

The Client acknowledges we are not a law firm, nor that the communications with the Firm shall be considered as advice, direction or guidance with respect to legal matters. The Client is advised to always seek competent counsel. The Firm and the Client hereby consent to the exclusive jurisdiction of any state or federal court located within the County of Carteret, State of North Carolina and irrevocably agrees that all actions and proceedings arising out of or relating to this agreement shall be litigated in such courts. The Client accepts unconditionally, the jurisdiction of the aforesaid courts and waives any defense of *forum non conveniens* and irrevocably agrees to be bound by any judgment rendered thereby in connection with this agreement. The Client agrees to be bound, accept service served by certified mail, return receipt requested, mailed to the below address or The Client's last known address, if different, such service being hereby acknowledged by the Client to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

THE UNDERSIGNED accept and agree to the terms and conditions as set forth hereinabove effective as of this

_____ day of _____, _____.

•Rate: **\$125/per hour, per agent**

•Mileage Charge: **Current government rate.**

•Vehicle: **At cost, if requested.**

•Retainer Amount: **\$10,000**
Plus 3% via Credit Card

Service(s) to be performed: Protective Services Advisor

Terms of agreement accepted by:

The Firm:

LaSorsa & Associates, LLC



Joseph M. LaSorsa

Client Signature

Client Printed Name and Address