

ADDENDUM TO REQUEST FOR INVESTIGATION

THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS ADDENDUM IS MADE A PART OF CLIENT'S REQUEST FOR INVESTIGATION AND IT IS FURTHER UNDERSTOOD THAT THIS ADDENDUM IS SPECIFICALLY RELATED TO A REQUEST BY THE UNDERSIGNED TO AMERICAN INVESTIGATORS, INC. FOR THE PURPOSE OF CONDUCTING AN ELECTRONIC TRACKING SURVEILLANCE OF THE SUBJECT. IN RELATION THERETO THE UNDERSIGNED UNDERSTANDS THAT THERE ARE CERTAIN **LEGALITIES, RISKS, LIMITATIONS AND RESPONSIBILITIES** THAT HAVE BEEN EXPLAINED IN DETAIL (SOME OF WHICH ARE LISTED BELOW). WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE LEGALITIES, RISKS, LIMITATIONS AND RESPONSIBILITIES, THE UNDERSIGNED DOES HEREBY REQUEST AMERICAN INVESTIGATORS, INC. AND ANY OF ITS ASSOCIATED SUPPLIERS TO CONDUCT SUCH SURVEILLANCE.

LEGALITIES, RISKS, LIMITATIONS AND RESPONSIBILITIES

1. UNITS OPERATE OFF OF RADIO FREQUENCIES OR GPS SIGNALS THAT ARE SOMETIMES UNRELIABLE, INTERMITTENT OR TOTALLY INOPERATIVE.
2. WEATHER, AS WELL AS VEHICLE PROXIMITY TO OBSTRUCTIONS AND/OR BUILDINGS, CAN AFFECT THE RELIABILITY OF THE TRACKER. A DRAIN ON THE BATTERY SOURCE CAN RESULT IN A REDUCTION OF RELIABLE SIGNALS AND LOSS OF POWER COMPLETELY.
3. DETECTION OF THE UNIT BY SUBJECT OR LOSS OF UNIT WITHOUT RECOVERY WILL RESULT IN THE UNDERSIGNED BEING LIABLE FOR A REPLACEMENT COST OF \$695.
4. THE TRACKER IS AN INVESTIGATIVE TOOL THAT **AUGMENTS** INFORMATION, BUT IS **NOT** 100% RELIABLE.
5. THE UNDERSIGNED HEREBY REPRESENTS AND AFFIRMS THIS REQUEST IS BEING MADE IN FULL UNDERSTANDING AND COMPLIANCE WITH MCL 750.539I (SHOWN BELOW); THIS REQUEST SPECIFICALLY CONFORMS TO ONE OR MORE OF THE FOLLOWING REQUIREMENTS TO CONDUCT A LEGAL ELECTRONIC SURVEILLANCE BY A LICENSED PROFESSIONAL INVESTIGATOR.

750.539I Tracking device; placement or installment on motor vehicle without consent; violation as misdemeanor; penalty; exemptions; inapplicability of subsection (2) (j); liability for damages; definitions, in particular subsection (2) and subsection (3)

(j) Except as provided in subsection (3), the installation or use of a tracking device by a professional investigator or an employee of a professional investigator lawfully performing his or her duties as a professional investigator or employee of a professional investigator for the purpose of obtaining information with reference to any of the following:

- (i) Securing evidence to be used before a court, board, officer, or investigating committee.
- (ii) Crimes or wrongs done, threatened, or suspected against the United States or a state or territory of the United States or any other person or legal entity.
- (iii) Locating an individual known to be a fugitive from justice.
- (iv) Locating lost or stolen property or other assets that have been awarded by the court.

(3) The exemption under subsection (2) (j) does not apply if either of the following applies:

- (a) The professional investigator or the employee of the professional investigator is working on behalf of a client who is the restrained party under a protective order.
- (b) The professional investigator or the employee of the professional investigator knows or has reason to know that the person seeking his or her investigative services, including the installation or use of a tracking device, is doing so to aid in the commission of a crime or wrong doing.

THE UNDERSIGNED AGREES TO INDEMNIFY AND HOLD AMERICAN INVESTIGATORS, INC. OR ANY EMPLOYEE, AGENT OR AFFILIATE, HARMLESS FROM ANY LOSS WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, PERTAINING TO SAID INVESTIGATION, USE OF TRACKING DEVICE, OR ANY SUBSEQUENT ISSUES OR ACTIONS PERTAINING THERETO.

A REPRESENTATIVE OF AMERICAN INVESTIGATORS, INC. HAS EXPLAINED, IN DETAIL, THE RISKS, LIABILITIES, LIMITATIONS, LEGALITY, RESPONSIBILITIES AND COMPLETE COSTS OF CONDUCTING AN ELECTRONIC TRACKING SURVEILLANCE. I FULLY UNDERSTAND THESE RISKS, LIABILITIES, LIMITATIONS, LEGALITIES, RESPONSIBILITIES AND COSTS AND HEREBY WAIVE ANY AND ALL CLAIMS AGAINST AMERICAN INVESTIGATORS, INC., ITS INVESTIGATORS OR AGENTS, SUB CONTRACTORS, P4I, OR ANY OTHER SOURCE USED IN THE SURVEILLANCE.

I FURTHER UNDERSTAND AND AGREE TO PAY THE RATE OF \$110.00 PER DAY, PLUS \$200 FOR INSTALLATION, \$200 FOR REFRESHING BATTERIES OR REMOVAL OF UNIT, PLUS THE COST OF BATTERIES AND THE HOURLY INVESTIGATIVE RATE OF \$85 PER HOUR WHEN AN INVESTIGATOR IS DISPATCHED AT CLIENT'S REQUEST. TRACKER MONITORING IS INCLUDED IN THE DAILY RATE; HISTORICAL REVIEW IS CHARGED AT THE INVESTIGATIVE RATE.

Name: _____

Signature: _____

Date: _____