

# Tri County Process Server LLC



## Process Server Independent Contractor Agreement

This Process Server Agreement (the "Agreement") is entered into as of Date: \_\_\_\_\_  
by and between:

Client/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(Hereinafter referred to as the "Client")

Process Server Name: Tri County Process Server LLC

Address: PO BOX 38 Lockhart, SC 29364

(Hereinafter referred to as the "Contractor")

### 1. Scope of Services

The Contractor agrees to provide professional process serving services for the Client. Services shall include, but are not limited to, the retrieval of legal documents, service of process, and completion of all legally required Proof of Service or Affidavit of Service documents in accordance with the jurisdiction's laws.

### 2. Fees and Compensation

The Client agrees to compensate the Contractor for services rendered at the rates selected on the work order.:

- Any additional "add-ons" must be requested in writing by the client throughout the duration of service.
- Any additional services required by the contractor must be pre-approved by the Client in writing before the resolution of services.

### 3. Expenses & Mileage

- Mileage: Included in flat rate pricing.
- Additional Expenses: Contractor does not hold Client liable for vehicular wear/tear, damage, maintenance, citations, tolls or parking fees.

### 4. Contractor Status

The Contractor acts as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee, partnership, or joint venture relationship. The Contractor is responsible for all local, state, and federal taxes, and shall maintain their own process server bonds, insurance, and professional licenses, if applicable.

### 5. Timelines and Due Diligence

The Contractor agrees to make the first attempt of service within (24/48/72) hours for expedited services or (7-10 days) of receiving the documents for standard service. The Contractor shall use due diligence to serve the documents. If the recipient cannot be found, the Contractor must immediately notify the Client and return a "Non-Est" (not found) report along with detailed notes of all attempts.

### 6. Proof of Service

The Contractor must provide a completed and signed Proof of Service (or Affidavit) within [48 hours] on the next business day of successful service. The Contractor guarantees that all affidavits are sworn before a notary public when required by local, state, or federal laws.

### 7. Confidentiality

The Contractor acknowledges that the documents served may contain sensitive and confidential information. The Contractor agrees not to disclose or use any information contained in the documents for any purpose other than executing service of process.

### 8. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing [30] days' written notice to the other party. Upon termination, the Contractor shall immediately return all unserved documents and pending files to the Client and Client shall release any monies owed to the Contractor on or before the last termination day.

### 9. Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina and should so be considered a binding contract.

This contract shall be good for [three/six months] at which time both parties may elect to continue contractual agreements or terminate without consequence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Client Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_