



## KB Tenacious

### SUBCONTRACTOR AGREEMENT (Process server)

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between KB Tenacious, a private investigative agency, (hereinafter referred to as the "Company") and \_\_\_\_\_ (hereinafter referred to as the "Subcontractor").

#### 1. SCOPE OF WORK

- a) The Subcontractor is engaged primarily for the purpose of serving process. The Subcontractor shall not perform any investigative duties on behalf of the Company and not knowingly perform any task related to a high-risk service where it is known or believed that the responded of court papers may be or become hostile. Server will perform task as to KB Tenacious, LLC guidelines that will be discussed prior to signing of this agreement.
- b) KB Tenacious guidelines for service are noted but not limited to as follows:
  - I. Must make attempts every 48-72 hours for each standard order and every 24 hours for each RUSH order, excluding holidays or if state law prohibits attempts during specified times.
  - II. Make attempts primarily in the evening unless the order calls for other arrangements.
  - III. Attempts are to include a GPS tracked photograph of the location and notes on any relevant information including but not limited to plate numbers and description of cars located at site, name on packages or mailboxes at location and a detailed report of finding and events at time of attempt.
  - IV. Orders must be attempted in the morning, afternoon, and evening. During the weekday and weekends.
  - V. Some orders like service on a business would require all attempts to be made during the business hours.
  - VI. Servers can work from 7-8AM up to 9 PM (7am if needed). Outside of these times would need to be preapproved.
  - VII. Orders must be attempted up to 5 times or until due diligence is complete. Whatever is sooner.
  - VIII. Completed orders must be accompanied by an affidavit of service/nonservice with detailed notes of attempts or service, signed by the server and notarized when requested.
- c) Other instruction to orders will be provided to the server as needed.

#### 2. QUALIFICATIONS

The Subcontractor agrees to provide:

- a) A negative drug test result.
- b) A positive reference from a manager of a location where the Subcontractor has worked for a consecutive year.
- c) Provide a copy of their valid driver's license and insurance to operate a motor vehicle.
- d) Proof of previous experience as a process server.
- e) completion of an intro interview for subcontractors
- f) Completion of a criminal background check approved and paid for by the company.
- g) Proof of a process server license for the county in which they will perform services and any other necessary licenses to comply with federal, state and local laws.

### 3. COMMUNICATION

The Subcontractor agrees to respond to calls and/or texts from the Company within one hour during business hours, which are stipulated as 8 AM to 5 PM, Monday to Friday and 8 AM to 1 PM Saturday.

### 4. TERM

The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and continue unless terminated by either party with written notice as provided for herein. Either party may terminate this agreement at any time by giving written notice.

### 5. INDEPENDENT CONTRACTOR

The Subcontractor is an independent contractor and is not an employee, agent, or partner of the Company.

### 6. INDEMNIFICATION

The Subcontractor shall indemnify and hold harmless the Company from any claims, damages, or legal actions arising from the Subcontractor's performance under this Agreement.

### 7. SMARTPHONE, DRESS CODE, TRANSPORTATION, AND GROOMING REQUIREMENTS

- a) **Smartphone Requirement:** The Subcontractor agrees to possess a smartphone with an active data plan at all times while performing services under this Agreement. The smartphone shall be capable of receiving and sending email, text messages, and phone calls, and accessing the internet for the purposes of communication and job-related tasks as directed by the Company.
- b) **Dress Code:** The Subcontractor agrees to dress in a semi-professional manner while performing services under this Agreement or while representing the Company in any capacity. Semi-professional attire includes, but is not limited to, business casual clothing. The Company reserves the right to provide further guidance on acceptable attire.

- c) **Transportation:** The Subcontractor agrees to have reliable transportation to ensure timely arrival to all scheduled work appointments and other job-related locations as directed by the Company.
- d) **Grooming:** The Subcontractor agrees to maintain a well-groomed appearance while performing services under this Agreement or while representing the Company in any capacity. This includes personal cleanliness and wearing clean, well-maintained clothing.

## 8. USE OF DEFENSIVE EQUIPMENT

**Authorization of Defensive Equipment:** Subcontractors of KB Tenacious, LLC are permitted to carry pepper spray and other defensive equipment as part of their equipment, provided they adhere to the conditions set forth in this agreement.

### a) **Firearms Policy:**

- I. **Concealment Requirement:** Any firearm carried by a subcontractor must be concealed at all times during the performance of their duties.
- II. **Permit Obligation:** Subcontractors electing to carry a firearm must possess a valid carrying permit and are required to provide proof of such permit to KB Tenacious, LLC upon request.
- III. **Training:** The Subcontractor is aware of basic firearm safety, how to operate their equipment and understand the levels of force, before carrying any self-defense equipment.
- IV. **Ownership:** The Subcontractor weapons must be (if applicable) registered under the carrier's name.
- V. **Liability and Company Stance:** KB Tenacious, LLC does not accept any liability for the use, misuse, or consequences arising from a subcontractor carrying or using a firearm. Furthermore, KB Tenacious, LLC does not condone the carrying or use of firearms by subcontractors.

### b) **Procedure in Event of Incident:**

- I. **Brandishing or Use of Firearm:** In the event a firearm is brandished or used by a subcontractor while performing their duties, KB Tenacious, LLC will conduct an internal investigation.
- II. **Cooperation with Law Enforcement:** KB Tenacious, LLC will fully cooperate with law enforcement agencies and comply with all requests for information or assistance in any investigation related to the incident.

### c) **Other defensive equipment:**

- I. All defensive equipment outside of firearms must be inspected and approved in writing by KB Tenacious, LLC for use in the field.
- II. If applicable the subcontractor must provide evidence to proper training with any equipment expected to be used for self-defense,
- III. All self-defense equipment may only be used by the employee it was registered to or approved by KB Tenacious, LLC for use.

- d) **Acknowledgement of Policy:** By signing this agreement, the subcontractor acknowledges their understanding of and agreement to abide by these terms. The Subcontractor understands that KB Tenacious, LLC does not condone the carrying or use of a firearm. Any violation of this section may result in immediate termination of the subcontractor agreement and potential legal consequences.

## **9. AUTHORIZED PERSONNEL**

The Subcontractor agrees to not bring any person onto the Company's or client's premises or involve them in the work to be performed under this Agreement unless such person has been authorized in writing by the Company. The Subcontractor shall provide the Company with the names and qualifications of any person they propose to bring onto the premises or involve in the work, and the Company reserves the right to approve or disapprove any such person in its sole discretion. Any such person that is approved by the company must also sign a non-disclosure agreement and subcontracting agreement as provided by the company.

## **10. NO FURTHER SUBCONTRACTING**

The Subcontractor agrees that they will not subcontract any of the work to be performed under this Agreement to any third party without the prior written consent of the Company. The Subcontractor understands that they are solely responsible for the work to be performed under this Agreement and that subcontracting any portion of the work without the Company's consent may result in the termination of this Agreement and/or other legal actions.

## **11. CONFIDENTIALITY (NON-DISCLOSURE AGREEMENT)**

- a) The Subcontractor agrees that during the term of this Agreement and thereafter, they shall not, without the prior written consent of the Company, disclose or allow to be disclosed to any third party or use for any purpose other than as expressly authorized in writing by the Company, any of the Company's confidential information, which includes but is not limited to, client lists, business practices, strategies, and any other information deemed by the Company to be confidential.
- b) The Subcontractor further agrees to sign a separate Non-Disclosure Agreement (NDA), the form of which will be provided by the Company, that outlines in further detail the obligations of the Subcontractor regarding the handling and protection of the Company's confidential information.

## **12. PAYMENT METHODS**

- a) The Company shall remit payment to the Subcontractor for services rendered under this Agreement by check or direct deposit. The Subcontractor shall provide all necessary information to the Company for payment processing purposes. It's the Subcontractor's responsibility to ensure that the provided information is accurate and up-to-date to facilitate timely payment processing.

- b) Payments are contingent upon an accurate and fully completed affidavit provided to KB Tenacious proving work was completed. Any discretions of the provided information of the affidavit will be investigated. Inaccurate or untrue information provided on the affidavit may result in termination and/or legal action.
- c) Payments will be provided to the sub-contractor net 20 from time of completion (full completed affidavit)

### 13. MARKETING AND ADVERTISING

The Subcontractor is permitted to market and advertise on behalf of the Company, provided that all such marketing and advertising materials and messages are submitted to and approved by the Company in writing prior to their use or dissemination. The Subcontractor agrees to adhere strictly to the Company's guidelines and instructions regarding the content, medium, and manner of any marketing and advertising activities performed on behalf of the Company. The Company reserves the right to revoke this permission at any time, at its sole discretion.

### 14. MARKETING INCENTIVES AND CLIENT ALLOCATION

- a) **Client Allocation:** If the Subcontractor markets or advertises for the Company, and their contact subsequently purchases services from the Company, the Company agrees to allocate that client to the Subcontractor for the fulfillment of those services, subject to the Subcontractor's availability and capability to perform the required services.
- b) **Bonus Provision:** In the event that it is not feasible to allocate the client to the Subcontractor, the Company agrees to provide a bonus to the Subcontractor. The amount and terms of the bonus will be determined by the Company and communicated to the Subcontractor in writing.

### 15. NON-SOLICITATION

- a) **Customers:** During the term of this Agreement, and for a period of 1 year following its termination, the Subcontractor agrees not to solicit, divert, or take away, or attempt to solicit, divert, or take away, the business or patronage (with respect to products or services provided by the Company) of any of the clients or customers of the Company, or prospective clients or customers of the Company with whom the Subcontractor had contact during the term of this Agreement.
- b) **Employees:** During the term of this Agreement, and for a period of 1 years following its termination, the Subcontractor agrees not to solicit for employment, employ or contract the services of any employee or contractor of the Company with whom the Subcontractor had contact during the term of this Agreement.

### 16. INDEPENDENT CONTRACTOR LIABILITY

- a) **Expenses:** The Subcontractor is solely responsible for any and all expenses incurred while performing services under this Agreement, including but not limited to, transportation, equipment, and miscellaneous expenses, unless otherwise agreed upon in writing by the Company.

- b) **Injuries, Death, and Damages:** The Company shall not be responsible or liable for any injuries, death, or damages, whether to property or persons, incurred by the Subcontractor or caused by the Subcontractor while performing services under this Agreement. The Subcontractor agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or expenses arising from such incidents.

## 17. EQUIPMENT RESPONSIBILITY

- a) **Equipment Care:** The Subcontractor agrees to be fully responsible for any and all equipment provided by the Company for use in performing services under this Agreement. This includes, but is not limited to, the care, maintenance, and secure storage of said equipment.
- b) **Damage or Loss:** In the event of damage or loss of any Company-provided equipment, the Subcontractor agrees to promptly repair or replace the equipment at their own expense to the satisfaction of the Company.
- c) **Return of Equipment:** Upon termination of this Agreement, or upon the Company's request, the Subcontractor agrees to promptly return all Company-provided equipment in good working condition, ordinary wear and tear excepted.
- d) **WITHHOLDING PAYMENTS FOR EQUIPMENT LOSS OR DAMAGE:** In the event that any equipment issued to the Subcontractor by the Company is lost, damaged, or not returned in good working condition, ordinary wear and tear excepted, the Company reserves the right to withhold payments due to the Subcontractor, up to the replacement or repair cost of the equipment. The Subcontractor agrees that this deduction may be made from any payments owed to them under this Agreement or any other agreement they have with the Company.

## 18. TAX COMPLIANCE

- a) **Form W-9 Submission:** The Subcontractor agrees to accurately complete and submit a Form W-9, Request for Taxpayer Identification Number and Certification, to the Company prior to commencing services under this Agreement.
- b) **Form 1099-MISC:** The Company will provide the Subcontractor with a Form 1099-MISC by January 31st of the following year, reporting the amount paid to the Subcontractor during the preceding calendar year, as required by the Internal Revenue Service (IRS) and other governmental agencies.
- c) **Tax Responsibility:** The Subcontractor is solely responsible for reporting and paying all applicable taxes related to payments received for services performed under this Agreement.

## 19. DRUG TESTING AND SUBSTANCE ABUSE

- a) **Drug Testing:** The Subcontractor agrees to undergo drug testing as required by the Company, either prior to commencing services under this Agreement or at any time during the term of this Agreement. The testing will be conducted at the Company's discretion and expense, and may include testing for illegal drugs and/or controlled substances.

- b) **Substance Abuse:** The Subcontractor agrees not to be under the influence of alcohol, illegal drugs, or controlled substances while performing services under this Agreement. The Subcontractor understands and agrees that violation of this policy will result in immediate termination of this Agreement and may result in legal action.

## 20. DISPUTE RESOLUTION

- a) **Mediation:** In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation, the parties agree to participate in non-binding mediation before a neutral mediator.
- b) **Arbitration:** If mediation is unsuccessful in resolving the dispute, the parties agree to submit the dispute to binding arbitration in accordance with the rules of a recognized arbitration association agreed upon by the parties. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, or if the parties cannot agree, appointed in accordance with the selected arbitration association's rules. The decision of the arbitrator shall be final and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.
- c) **Costs:** Unless otherwise agreed in writing or as directed by the arbitrator, each party shall bear its own costs associated with the mediation and arbitration processes, including attorneys' fees.

## 21. GOVERNING LAW

This Agreement shall be governed by the laws of the state of Washington.

## 22. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

## 23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Subcontractor and shall be amended or modified only by written instrument signed by both of the parties hereto.

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

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KB Tenacious, LLC  
Representative

Print name: \_\_\_\_\_

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

X

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Subcontractor

Print name: \_\_\_\_\_

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

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This is not part of this agreement and is just notes for the signer to understand the possible benefits of subcontracting with KB Tenacious, LLC.

1. Your schedule is your own aside from requirements set forth in the agreement.
2. Access to a server order management program with client portal integration. Tracking orders, details and other information including an option to create a route based on orders and their location all accessible by your phone.
3. Clients are required to prepay to prevent non-payment situations.
4. Access to KB Tenacious ability to skip trace and can market this as a service to clients. A bonus is included for referrals.
5. KB Tenacious handles high risk service and still pays you a portion of the order.
6. KB Tenacious handles customer complaints and manages refunds in the event of an issue.
7. KB Tenacious offers bonuses if a client is referred to our investigative services.
8. Sub-contractors that outgrow their ability to manage clients may be hired full time by KB Tenacious, benefits and perks included (pending hiring status of KB Tenacious).
9. Discounts on services provided by KB Tenacious, LLC.
10. KB Tenacious make a point of paying contractors higher than other local companies for completed orders.