



Contractor Application

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Alt Phone: _____

Date Available: _____ Social Security No.: _____

Position Applied for: _____

Are you a citizen of the United States? YES ☐ NO ☐ If no, are you authorized to work in the U.S.? YES ☐ NO ☐

Have you ever worked for this company? YES ☐ NO ☐ If yes, when? _____

Have you ever been convicted of a felony? YES ☐ NO ☐

If yes, explain: _____

Education

High School: _____ Address: _____

From: _____ To: _____ Did you graduate? YES ☐ NO ☐ Diploma: _____

College: _____ Address: _____

From: _____ To: _____ Did you graduate? YES ☐ NO ☐ Degree: _____

Other: _____ Address: _____

From: _____ To: _____ Did you graduate? YES ☐ NO ☐ Degree: _____

References

Please list three professional references.

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Military Service

Branch: _____ From: _____ To: _____

Rank at Discharge: _____ Type of Discharge: _____

If other than honorable, explain: _____

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature: _____ Date: _____

CONFIDENTIAL

BACKGROUND CHECK AUTHORIZATION

Print Name: _____
(First) (Middle) (Last)

Former Name(s) and Dates Used: _____

Current Address Since: _____
(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: _____
(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: _____
(Mo/Yr) (Street) (City) (Zip/State)

Social Security Number: _____ DOB: _____

Telephone Number: _____

Drivers License Number/State: _____

The information contained in this application is correct to the best of my knowledge.

I hereby authorize **D&B LEGAL SERVICES, INC.** and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/ investigative consumer report may include, but is not limited to the following areas: verification of social security number; credit reports, current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records.

I further authorize any individual, company, firm, corporation, or public agency to divulge any and all information, verbal or written, pertaining to me, to **D&B LEGAL SERVICES, INC.** or its agents. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources. **D&B LEGAL SERVICES, INC.** and its designated agents and representatives shall maintain all information received from this authorization in a confidential manner in order to protect the applicants personal information, including, but not limited to, addresses, social security numbers, and dates of birth.

Signature: _____ Date: _____

Non-disclosure & Non-competition Agreement

- All while this agreement is in force and after its expiration or termination, _____, agrees to refrain from disclosing D & B Legal Services, Inc.'s customer lists, trade secrets, or other confidential material. D & B Legal Services, Inc. agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage.
- While this agreement is in force, _____ agrees to use her/his best efforts as a process server and company representative _____ must abide by the nondisclosure and non-competition terms of this agreement.
- After expiration or termination of this agreement, _____ agrees not to compete, or set up business as a direct competitor of D & B Legal Services, Inc. for a period of 3 years within the state of Missouri and/or Kansas.
- For purposes of this agreement, competition means owning, or working for an existing customer, and/or any business contact or lead given by D & B Legal Services, Inc to perform the same services as provided by D & B Legal Services, Inc.
- Any violation of this agreement may result in paying a monetary amount to D & B Legal Services, Inc. *(amount to be determined by legal counsel according to loss/damages to D & B Legal Services, Inc.)*.

IN WITNESS WHEREFORE, D & B Legal Services, Inc. and _____ have signed this agreement.

D & B Legal Services, Inc.

Date

Employee/Contractor

Date

D&B Legal Services, Inc

Subcontractor Agreement

The undersigned (hereinafter “subcontractor”) _____ acknowledges that he/she has entered into an arrangement with D&B Legal Services, Inc. “Contractor” as of _____ under the following terms and conditions:

1. Contract Definition. Subcontractor is independent and is not an employee, agent, partner, or joint venture. The subcontractor is in the business of serving civil process and ancillary legal support services and is willing to accept and perform same for the Contractor on a basis acceptable to both parties,

2. Agreement. Service Includes: Subcontractor agrees to accept and perform service of process as directed by the case file assigned. Case file assigned can be written, email or phone request. The subcontractor can refuse a case within 24 hours in writing of being assigned.

3. Compensation. Contractor agrees that Subcontractor shall be paid per the work order which will outline at said price. Invoices will be submitted at the end of each case or when a report has been released. Payment will be released no less than once a month.

4. Taxes. The Subcontractor shall be solely responsible for the payment of all State and Federal Taxes including but not limited to; Payroll and Business Taxes. The “Contractor” shall not withhold any such deductions from payments invoiced unless instructed by Federal or State Agencies do to failure to pay. Subcontractor agrees to indemnify “Contractor” from any claim or assessment by any taxing authority arising from this paragraph. All payments made to subcontractor will be reported to the IRS on Form 1099. Subcontractor will complete form W-9.

5. Supervision. Subcontractor acknowledges that he/she shall not be subject to the provisions of any personnel handbook or rules and regulations applicable to employees of “Contractor” as subcontractor shall fulfill its responsibilities independent of and without supervisory control by “Contractor” of the manner and means of accomplishing the work. The Subcontractor agrees that all service shall be performed promptly, legally and properly and shall be documented with a truthful, accurate and returned to Contractor immediately upon completion.

6. Indemnification. Subcontractor assumes responsibility for and agrees at the sole discretion of the Contractor to Defense, indemnify and hold Contractor, Contractor’s surety and Owners (hereafter “indemnities”) harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Subcontract Work or the Subcontract obligations, including without limitation claims of subcontractors and suppliers contracting with Subcontractor. Subcontractor’s duty to defend indemnities shall not be apportioned or reduced in any way by the negligence or other fault of indemnities, or their employees or agents, or the fault or negligence of subcontractor or its employees or agents, or any other third-party. Subcontractors obligation to defense, indemnify and hold indemnities harmless shall include, but will not be limited to, Indemnities’ personnel-related costs, attorneys’ and expert’s fees., court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below.

a) Subcontractor’s duty to indemnify shall not apply to liability for damages arising out of bodily injury to personal or damage to property causes by or resulting from the sole negligence of indemnities, or their agents or employees.

b) If under the laws determined to be applicable to this paragraph, indemnification of concurrent negligence is valid only to the extent of the negligence of Subcontractor, its agents or employees, then subcontractor's duty to indemnify for liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (1) indemnities, or their agents or employees, and (2) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees; except when negligence is not a requirement of liability.

7. Insurance. Subcontractor is required to provide "Contractor" a certificate of insurance with general liability including errors and omissions insurance in a minimum amount of \$1,000,000. The policy shall name the contractor as additional insured and supply the policy endorsement as proof of additional within 30 days of signing.

Certificate of Auto liability insurance shall be no less than \$100,000 per person if no employees or subcontractors. A copy of the auto declaration page outlining the auto to be used and limits is acceptable if unable to obtain from your agent. Certificate of Auto liability insurance shall be no less than \$1,000,000 combined single limit for owned auto including hired and non-owned auto if employees or subcontractors work for the subcontractor.

8. Worker's Compensation and/or Labor and Industries Subcontractor specifically and expressly waives any immunity that may be granted it under the worker's compensation laws of any state. Subcontractor shall be solely responsible for their personnel's bodily injury, personal injury, disability or death including but not limited to other employees or subcontractors hired by the subcontractor. All payments to state labor and industrial department or workman's compensation fund shall be the responsibility of the subcontractor. "Contractor" shall withhold no such deductions from any payments due. Subcontractor agrees to indemnify "Contractor" from any claim or assessment by any Federal, State, or Local authority arising from this paragraph.

9. Proprietary Information. During any project subcontractor may be in contact with, or directly working with, proprietary information which is important to "Contractor" and its competitive position. All information must be treated with strict confidence and may not be used at any time or in any manner in work the undersigned may have with third parties.

10. Confidentiality and Non-Use of Confidential Information. Except as shall be strictly necessary in subcontractor's performance of his/her duties under this Agreement, subcontractor shall maintain the confidentiality of all confidential information and shall not use it for his or her direct or indirect benefit, or the direct or indirect benefit of any person not a party to this Agreement.

11. No Solicitation of Clients. Subcontractor understands and agrees that the work performed for "Contractor" is work for the clients of "Contractor". Subcontractor agrees that he/she will not accept any work from the client for whom the work is performed on behalf of "Contractor" or a period of two years after the engagement with that client was completed. No one authorized by or on behalf of subcontractor shall solicit any work from said client for the same period.

12. Intellectual Work Product. Subcontractor hereby acknowledges that all writings, documents, inventions, processes, products, methods, discoveries, computer programs or instructions, plans, customer lists, client lists, client contacts, memoranda, research, designs, specifications, models, data, flow charts, techniques and similar or dissimilar intellectual work product (whether reduced to a written form or otherwise and whether or not patentable), discovered either solely or jointly with any other person, at any time during the Term of this Agreement, whether during working hours or not, or at the offices of "Contractor" or otherwise, that relate to or may in any way be useful in connection with any business now or hereafter carried on by "Contractor" is and will be "Contractor's sole and exclusive property. Subcontractor recognizes and acknowledges that "Contractor's" technology, know-how, practices, customer lists, product sources, products, designs, software, methods of development and other trade secrets are confidential information and are the property of

“Contractor”. Subcontractor agrees that, except as directed by “Contractor” or with “Contractor’s” prior written consent, subcontractor will not at any time, whether during or after the term of this Agreement, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from confidential information, whether prepared by subcontractor or otherwise coming into subcontractor’s possession or control.

13. Evidence. All reports, original video documentation and other records, in all forms, are the property of the “Contractor” and shall be submitted to the “Contractor” at the end of each assignment.

14. Data Breach. Any individual who suspects that a theft, breach or exposure of D&B Legal Services, Inc. data has occurred must immediately provide a description of what occurred via email to james@dandblegalservices.com or by calling 913-362-8110. This email address and phone number is monitored by the office manager of D&B Legal Services, Inc. This individual will gather a team to investigate all reported thefts, data breaches and exposures to confirm if a theft, breach or exposure has occurred. If a theft, breach or exposure has occurred, the Information Security team will follow the appropriate procedure depending on the class of data involved.

15. Termination. Either party may terminate this Agreement and service at any time without cause and without penalty upon three business days’ prior written notice to the other party, effective upon sending. This contract automatically terminates upon the death of either party with all monies due there under to be paid to the benefit of the respective heirs, representatives, successors, and assigns of that party.

16. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay the costs of arbitration.

17. Written Notice. All communications regarding this Agreement should be sent to (“Contractor” at below address unless notified to the contrary, and to subcontractor. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereunder be specified by notice in writing.

18. Integration and Contract Modification. This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between “Contractor” and subcontractor with respect to the subject matter of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by *any employee, officer, or representative of* the subcontractor, or by any written documents unless signed by both the subcontractor and “Contractor”.

19. Severability. If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

20. Governing Law. This Agreement shall be governed by the laws of this State.

Dated this _____ day of _____, 20____.

Sub-contractor name: _____

Sub-contract Signature: _____

D&B Legal Services, Inc.

By: _____

3 | P a g e X_____ (sub-contract initials)

**APPLICATION AND AFFIDAVIT FOR PLACEMENT ON
LIST OF APPROVED PRIVATE PROCESS SERVERS**

This form must be completed in its entirety in order to be considered for approval. Incomplete forms will be returned without explanation.

Process Server's Information:

Legal Name: _____

Current Address: _____

City/State/Zip _____ Telephone Number: _____

Primary occupation: _____

Name of employer: _____

Percentage of work allocated to service of process: _____

Please describe your experience and background in performing service of process: _____

I, _____, being duly sworn under oath and penalty of perjury
(Name of Process Server)

do hereby state that I meet the following qualifications:

(Indicate with your hand-written initials each qualification that applies.)

_____ I am at least eighteen (18) years of age;

_____ I am a citizen of the United States;

_____ I have a high school diploma or equivalent;

_____ I have not plead guilty or been convicted of a felony or a misdemeanor involving moral turpitude;

_____ I am not a fugitive from justice or charged with a felony or a misdemeanor involving moral turpitude;

_____ I am not related to or employed (except as a private process server) by a party in the action;

_____ I am of good moral character;

_____ I will not serve process in any jurisdiction unless I am authorized by law to serve process within the jurisdiction where such service is made; and

_____ I have not been disqualified by any court to act as a process server within the preceding twelve (12) months.

Process Server's Signature

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

Subscribed and sworn to before me on _____

(Seal)

Notary Public

My Commission Expires: _____

Note: It is a Class A Misdemeanor to make a false affidavit for the purpose of misleading a public servant. Section 575.050 RSMo