

# Oklahoma Judicial Process Servers

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Website: [www.OklahomaJudicialProcessServers.com](http://www.OklahomaJudicialProcessServers.com)

**CONTRACT NUMBER: CT-**

## **Definition of Parties:**

1. For the purposes of this legally binding contract and covenant, "Client" shall hereafter refer to the individual, company(ies), and other parties entering into this agreement with Oklahoma Judicial Process Servers as defined under #2 below. Client may also be referred to as party/parties.
2. "Oklahoma Judicial Process Servers" shall refer to Oklahoma Judicial Process Servers, LLC, as well as any of its contracted affiliates, staff members, associates, sister companies, partners, etc. Oklahoma Judicial Process Servers may be referred to as party/parties/agency. "Client" and "Individual" shall refer to
3. "Agreement" shall refer to this legally binding agreement and covenant, which contains the full scope and nature of the terms and conditions. All parties hereby covenant and agree that the terms and conditions of any verbal agreements made prior to the signing of this contract, if applicable, shall subsequently fall under/roll over into the same terms and conditions of this Agreement. Otherwise, there are no understandings outside of this Agreement.

## **Legal Jurisdiction:**

1. If any terms of this agreement are brought to court, mediation, etc., for enforcement, then the jurisdiction shall lie within the District Court of Oklahoma County, State of Oklahoma.

## **Severability Clause:**

1. If any of these clauses or parts thereof are found to be unenforceable in a court of law, then the remaining clauses and/or parts of the clauses thereof shall remain in force.

## **Ability & Authorization to Consent:**

1. Everyone signing this agreement hereby states that they are at least eighteen years of age, are of sound body and mind and can enter a legally binding contract and covenant, either as an individual or on behalf of a company or governmental organization.

## **Hold Harmless Clause:**

1. Except to enforce the clauses mentioned herein, the Client, the Client's agents, guardians, conservators, successors, and permitted assigns forever and irrevocably covenant and contractually agree to hold Oklahoma Judicial Process Servers completely harmless. This includes, but is not limited to, negligence, accidents, errors, omissions, and all civil liability. In addition, except to enforce the clauses mentioned herein, the Client forever and irrevocably covenants and contractually agrees never to sue, speak or write poorly about or have or encourage others to do so, or otherwise bring into any legal litigation, mediation, arbitration, etc., Oklahoma Judicial Process Servers.

Client's Initials: \_\_\_\_\_

Oklahoma Judicial Process Servers' Initials: \_\_\_\_\_

**General Terms/Provisions & Fees:**

1. I, \_\_\_\_\_, on behalf of, do engage and authorize Oklahoma Judicial Process Servers to conduct a private investigation on my behalf, and to submit to my attorney or me a verbal or written report of the investigation. I also hereby authorize the release of such information to the following party or parties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

2. This correspondence shall serve to confirm our understanding of the terms of our employment. It is necessary that Oklahoma Judicial Process Servers completes a fee agreement contract, so that there will be no misunderstandings. This agreement will become effective when both parties sign this agreement. However, if a verbal contract has already been put into place by the Client and Oklahoma Judicial Process Servers beforehand, then the terms of work and payment of that verbal contract shall remain in full force until this written contract and covenant has been signed by both parties. At such time the terms of this agreement shall supersede any previous verbal agreements for any work performed thereafter.

**Services Provided & Fees:**

1. Oklahoma Judicial Process Servers shall perform the following services for the Client:

    X     a. Describe: \_\_\_\_\_

    X     b. Other services that may be requested from time to time by the Client after the execution of this agreement, to which Oklahoma Judicial Process Servers is agreeable to performing within the scope of its profession, ethics, legal considerations, abilities, etc.

2. As compensation for representation by Oklahoma Judicial Process Servers, our office will receive a fee based on a minimum rate of \$95.00 an hour plus reasonable expenses (i.e., mileage at \$0.63 per mile, lodging, and all other associated fees etc., as applicable). Oklahoma Judicial Process Servers bills for the full hour after one (1) minute of an hour just worked has passed. If in the future it is necessary for our company to increase its rates, you will receive reasonable notice prior to the effective date of such an increase.

**Minimum Charges/Fees:**

1. All work is billed hourly, and each new hour starts at the first minute of that hour. One minute of work past each hour worked shall require payment for the full hour of work, regardless of whether the work is completed, cancelled by the Client or Oklahoma Judicial Process Servers, etc. **The minimum NONREFUNDABLE fee for your case is\$ \_\_\_\_\_ for the entire case, excluding courtroom testimony, associated lodging, travel, etc., for it.**

**Retainers:**

1. The Client agrees to initially deposit with Oklahoma Judicial Process Servers a nonrefundable retainer of \$ \_\_\_\_\_ to be applied toward Oklahoma Judicial Process Servers' fees and expenses. Oklahoma Judicial Process Servers shall bill against the **NONREFUNDABLE** retainer at the minimum rate of \$95.00 per hour, plus expenses and other fees. If your credit balance reaches an amount of \$150.00 and Oklahoma Judicial Process Servers cannot attempt to conclude without additional funds, you will be required to replenish your account with Oklahoma Judicial Process Servers in the amount of at least \$ \_\_\_\_\_. When the retainer is exhausted, you further acknowledge that you shall pay the additional minimum rate of \$95.00 per hour plus other applicable expenses and fees for all the work performed by Oklahoma Judicial Process Servers. The Client hereby agrees that all invoices from Oklahoma Judicial Process Servers will be promptly paid upon presentment. Payment is due upon receipt and is subject to ten (10) % interest, compounded daily, if unpaid for any reason, after thirty days.

Client's Initials: \_\_\_\_\_ Oklahoma Judicial Process Servers' Initials: \_\_\_\_\_

**Costs – Not All-Inclusive:**

1. Costs incurred by the office in the performance of the services shall be due and payable by the Client upon receipt by the Client of invoices from the office unless other arrangements are agreed to after the execution of the agreement. Such costs may include, but are not limited to, copying and printing, postage, certified mail, overnight delivery, long distance telephone calls, facsimile, research tools, mileage, messengers, filing fees, recording fees, travel expenses, equipment fees, entrance/admission fees, other transportation, etc. There is no guarantee by this office about the total amount of costs and when or where they shall be incurred.

**Billing Disputes & Chargebacks:**

Due to the nature of our highly skilled work and the effort that goes into our investigatory work, all work is non-refundable. If the Client should initiate or attempt to initiate a chargeback, lawsuit, or billing dispute against Oklahoma Judicial Process Servers, its staff, owners, affiliates, parent or sister companies, heirs, successors, etc., then Client agrees that all such chargebacks, billing disputes, and lawsuits are forever null and void and will compensate Oklahoma Judicial Process Servers accordingly for their time, financial loss, attorneys' fees, court costs, loss of financial income from interest, and any other associated fees & expenses.

**Receipt of Bill and Returned Checks:**

1. If upon receipt of any bill, there are any questions regarding any item on the bill, the total amount of time, or any questions about the bill whatsoever, the Client must contact this office within ten (10) business days. The office will assume that the bill is acceptable, and that there are no problems with the amount of the bill, if you have not contacted the office within ten (10) business days. There will be a \$35.00 fee for all returned checks, unless the amount charged by the banks or other institutions exceeds that amount, in which case the additional fee will be amount will be the higher of the two.

**Termination of the Agreement:**

1. The retainer provided by the Client to OJPS is non-refundable.

**Confidentiality/Non-Disclosure Agreement:**

1. The matters, which the Client discusses with the office, are generally confidential and privileged and will not be shared with persons outside the office without the Client's consent. The Client agrees to give the office all the relevant and truthful facts pertaining to the Client's matter and to cooperate with the office as needed in the rendering of services by the office. If more than one person signs this fee agreement as the Client, then all such persons independently agree that the office can share with each of them any information provided to the office by any of the others who comprise the Client. With the Client's permission, the office will discuss information pertaining to the Client's matter with the Client's other advisors, agents, representatives, etc.

**No Guarantee of Client's Desired Results:**

1. Please be assured that Oklahoma Judicial Process Servers will always diligently and faithfully pursue your objectives to the best of our ability. The Client appreciates and understands, however, Oklahoma Judicial Process Servers, its affiliates, sister companies, associates, independent contractors, staff, etc., obviously cannot and do not guarantee that the results we/they achieve will be the result you may desire.

**Other Items Pertaining to Fees:**

1. It is expressly understood, and you agree that payment of Oklahoma Judicial Process Servers' fee is not contingent upon reaching a particular result, but payment is to be made regularly in the manner set forth above.

Client's Initials: \_\_\_\_\_

Oklahoma Judicial Process Servers' Initials: \_\_\_\_\_

2. This fee agreement constitutes the entire agreement between the parties concerning its subject matter, and it cannot be amended except by a writing signed by all the parties to the fee agreement. This fee agreement shall be governed, construed, and interpreted under, and performed in accordance with, the laws of the State of Oklahoma. This fee agreement, and its terms and provisions shall be binding upon and shall inure to the agents, guardians, conservators, successors, and permitted assigns. The client hereunder cannot assign this Fee Agreement and the client's rights, interests, duties, and obligations.

We appreciate the opportunity to be of service and look forward to working with you. If at any time you have questions or comments regarding your case, please feel free to contact us at (405) 593-3515 or at [Supervisor@OJPSLegal.com](mailto:Supervisor@OJPSLegal.com).

**BY MY SIGNING BELOW, I ASSUME ALL LEGAL AND FINANCIAL RESPONSIBILITIES CONCERNING THE SAID INVESTIGATION. FURTHERMORE, MY SIGNATURE REFLECTS THAT THIS AGREEMENT/COVENANT CORRECTLY SETS FORTH OUR UNDERSTANDING AND AGREEMENT.**

Signed this Day \_\_\_\_

_____ <b>Client's Printed Name &amp; Title</b>	_____ <b>Client's Signature</b>
_____ <b>Oklahoma Judicial Process Servers' Officer's or Designee's Printed Name</b>	_____ <b>Oklahoma Judicial Process Servers' Officer's or Designee's Signature</b>

Attachments: Copy of FTC Privacy Notice

Client's Initials: \_\_\_\_\_ Oklahoma Judicial Process Servers' Initials: \_\_\_\_\_

Dear Client:

According to the Federal Tax Commission, private investigators may be required to send a notice to some or all of their clients.

The FTC has published rules relating to "Privacy of Consumer Financial Information," as required by Section 504(a) of the Gramm-Leach-Bliley Act, Public Law 106-102. The FTC rules are set forth at 16 CFR Part 13. Their purpose is to govern the treatment of non-public personal information about Consumers by financial institutions.

Non-public personal information that Oklahoma Judicial Process Servers collects: The information you provide to Oklahoma Judicial Process Servers is generally confidential and protected. Oklahoma Judicial Process Servers will not disclose any of this information to third parties without your consent or direction. All of Oklahoma Judicial Process Servers' employees are aware of this privilege and confidentiality and the need to protect your information. Oklahoma Judicial Process Servers does not share your information with anyone outside of Oklahoma Judicial Process Servers without your express permission or directions.

Oklahoma Judicial Process Servers secures the information you provide to a file, which only the employees of Oklahoma Judicial Process Servers on a need-to-know basis have access. Oklahoma Judicial Process Servers has secure filing facilities in which client files are maintained, unless destroyed after an appropriate number of years. Oklahoma Judicial Process Servers does not provide your name or information to any other organization or person outside of Oklahoma Judicial Process Servers without your consent or direction, unless required to do so by applicable laws or orders or in accordance with the requirements of performing requested legal services.

Please contact the Oklahoma Judicial Process Servers if you have any further questions about the confidentiality of your records or this notice.

Sincerely,

Oklahoma Judicial Process Servers

Client's Initials: \_\_\_\_\_ Oklahoma Judicial Process Servers' Initials: \_\_\_\_\_