

SERVICE OF PROCESS AGREEMENT

Hiring Party: _____ Date of Agreement: _____

Contact Person: _____ Phone: _____

This Service of Process Agreement (“Agreement”) is entered into between the undersigned Hiring Party (“Hiring Party”) and Holly Carbine Bridges, Owner and Operator of Bridging Solutions, LLC (“Process Server”).

1. SERVICE OF PROCESS SERVICES

Process Server agrees to attempt service of legal documents provided by Hiring Party in accordance with applicable Alabama law and the Alabama Rules of Civil Procedure governing service of process. Services may include delivery of summonses, complaints, subpoenas, notices, pleadings, and other authorized legal documents.

Upon completion of the service assignment, Process Server will provide appropriate proof or return of successful or attempted service, as applicable. Process Server agrees to make reasonable and diligent efforts to complete service but does not guarantee successful service. Service fees compensate Process Server for service attempts and related work performed and are not contingent upon successful service.

Process Server reserves the right to decline or discontinue an assignment if Process Server is legally disqualified from serving the process, has a conflict of interest, or determines that the requested service cannot lawfully or properly be performed.

2. NO LEGAL ADVICE

Process Server is not acting as legal counsel and does not provide legal advice, legal representation, or interpretation of legal documents. Hiring Party remains solely responsible for the legal sufficiency, accuracy, filing requirements, deadlines, and suitability for service of all documents provided to Process Server.

3. INFORMATION PROVIDED BY HIRING PARTY

Hiring Party agrees to provide accurate and reasonably complete identifying information and

service addresses to assist with service attempts for each person to be served. Hiring Party shall promptly provide Process Server with any additional information received that may reasonably assist in completing service.

Process Server shall not be responsible for delays, unsuccessful service, or additional costs resulting from incomplete, inaccurate, or outdated information.

4. SERVICE FEES

4.1 Regular Individual Service

☐ Priority Service per person (Initial Attempt Within 48 Hours) — \$100.00

☐ Standard Service per person (Initial Attempt Within 3–5 Business Days) — \$80.00

The applicable service timeframe begins after Process Server has received the documents to be served, sufficient information to undertake service, and required payment unless another arrangement has been agreed upon in writing.

4.2 Multiple Persons at the Same Address

If more than one person to be served is expected to be located at the same address, the first person shall be charged at the regular individual service rate. A second person will be charged **fifty percent (50%)** of the applicable service rate if that person can be properly served during the same service visit at the same address.

☐ Priority Service – Second Person at the Same Address

Initial Attempt Within 48 Hours — \$50.00

☐ Standard Service - Second Person at the Same Address

Initial Attempt Within 3–5 Business Days — \$40.00

The discounted second-person rate applies only when the second person is properly served during a service visit made for the first person. If the second person cannot be properly served during the same service visit and requires a separate trip, an additional service attempt after service upon the first person has been completed, service at another location, or other separate service effort, the applicable regular individual service fee shall apply and will be billed accordingly.

4.3 Service Attempts

Regular individual service fees include up to three (3) reasonable service attempts at the address provided by Hiring Party. The discounted second-person rate does not include separate service trips or independent service attempts after service upon the first person has been completed. If separate service efforts become necessary for the second person, the applicable regular individual service rate shall apply.

After three (3) unsuccessful service attempts, the service assignment will be considered complete unless Hiring Party authorizes additional attempts or services. Additional attempts or services may be subject to additional fees, which shall be disclosed to and authorized by Hiring Party before further service efforts are undertaken.

4.4 Priority Service

Priority Service provides for an initial service attempt within forty-eight (48) hours and does not guarantee successful or completed service within that period.

If circumstances prevent Process Server from making the initial service attempt within the Priority Service timeframe, Process Server may, at her discretion, adjust the Priority Service fee to the Standard Service rate.

4.5 Difficult, Evasive, or Extraordinary Service

If a person appears to be actively evading service or the assignment requires unusual time, extended waiting, multiple locations, additional attempts, investigative efforts, or other services beyond a routine assignment, additional fees may apply.

Process Server will obtain authorization from Hiring Party before incurring material additional charges beyond the agreed service fee whenever reasonably practicable.

4.6 Address Research and Skip-Trace Assistance

Address research, skip-trace assistance, investigative services, or other location efforts beyond routine service attempts are not included in the regular service fee. Such services may be available for an additional fee and, when applicable, will be quoted and authorized separately but does not guarantee that an individual will be located or successfully served.

4.7 Travel Outside Local Service Area

The regular service fee applies to addresses within Lauderdale and Colbert Counties (“Local Service Area”). Service addresses outside the Local Service Area shall incur additional mileage or travel charges, which will be disclosed to Hiring Party before the assignment is accepted or before additional travel is undertaken.

5. PAYMENT

Payment is due at the time services are requested unless otherwise agreed in writing. Service fees compensate Process Server for the service attempts, travel within the Local Service Area, administrative work, and related services included in the assignment and are not contingent upon successful service.

Any additional charges or fee adjustments arising during the service assignment will be billed to Hiring Party and shall be due within ten (10) days of receipt of invoice.

6. PROOF OR RETURN OF SERVICE

Upon completion of the assignment, Process Server will complete and, when required, file or return the appropriate proof or return of service or attempted service in accordance with the applicable court rules and instructions associated with the process.

Any additional affidavit, declaration, notarization, filing, document retrieval, or other service requested by Hiring Party that is not ordinarily included in the service assignment may be subject to an additional fee if agreed upon before the additional service is performed.

7. LIMITATION OF LIABILITY

Process Server shall not be responsible for case outcomes, filing deadlines, legal strategy, the legal sufficiency of documents supplied for service, or the actions of the persons being served.

Process Server shall not be liable for unsuccessful service despite reasonable service efforts, inability to locate or access an individual, inaccurate or incomplete information supplied by Hiring Party, or circumstances beyond Process Server’s reasonable control.

Liability, if any, shall be limited to fees paid for the requested service.

8. COMPLIANCE WITH APPLICABLE LAW AND COURT RULES

Process Server agrees to perform services in accordance with applicable Alabama law and court rules, and any lawful requirements or instructions applicable to the particular process being served.

Nothing in this Agreement authorizes Process Server to perform any act prohibited by applicable law, court rule, or court order.

9. BONDING & PROFESSIONAL COVERAGE

Process Server maintains any bonding, registration, commission, or other requirements applicable to the professional services being performed and carries Errors & Omissions insurance coverage in connection with professional services.

10. ENGAGEMENT ADDENDUM

Each service assignment shall be identified in a Service of Process Engagement Addendum or other written assignment record identifying the individual or individuals to be served, service address or addresses, documents to be served, and other relevant information. The applicable Engagement Addendum is incorporated into and made part of this Agreement.

In the event of a conflict between this Agreement and an Engagement Addendum, the terms of this Agreement shall control unless the parties expressly agree otherwise in writing.

11. ACKNOWLEDGMENT & SIGNATURES

By signing below, the parties acknowledge that they have read, understand, and accept the terms of this Agreement and any Service of Process Engagement Addendum incorporated into it.

HIRING PARTY: _____ DATE: _____

SIGNATURE: _____

PROCESS SERVER: Holly Carbine Bridges DATE: _____

SIGNATURE: _____