

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into this ____ day of _____, _____ (the "Effective Date") by and between _____ ("Company") with a principal place of business at _____, and _____ ("Contractor"), (collectively, the "Parties").

1. Services to Be Performed

Contractor agrees to perform the following services: Contracted tractor trailer driver. Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both parties.

2. Payment

In consideration for the services to be performed by Contractor, Company agrees to pay Contractor at the rate _____. Contractor shall be paid every Friday so long as said Contractor has submitted all appropriate documents such as, the Bill of Lading, to the required parties.

3. Fees and Expenses

Contractor shall be responsible for the following expenses: personal insurance premiums, employment taxes, cell phone expenses, and meals. Moreover, any fines charged to the driver due to the driver's negligence are the sole responsibility of the driver to pay. The Company will cover any maintenance and repair costs of the vehicle as well as the license fees and permits required for the Company's tractor trailer.

4. Term of Agreement

This agreement will become effective when signed by both parties and will terminate when either party provides the date a party terminates the Agreement as provided below.

5. Independent Contractor Status

Contractor is an independent contractor. Contractor shall be responsible for determining the location, method, details and means of performing the Services. Nothing in this Agreement creates any partnership, joint venture, employer-employee or agency relationship. Contractor agrees not to represent or bind the Company to any third party that any of the aforementioned relationships exist. Any rights afforded to employees of the Company such as fringe benefits are not available to Contractor.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. Contractor shall use his/her best efforts to perform Services in a satisfactory manner to the Company.

7. State and Federal Taxes

Company shall be under no obligation to withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Company with proof that such payments have been made.

8. Insurance

Benefits are available via a third party administrator.

9. Indemnification

Contractor shall indemnify and hold Company and its affiliates, employees and agents harmless from any loss, liability, damage or other expenses arising from performing services under this Agreement.

10. Terminating the Agreement

With reasonable cause, either Company or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving **10** days' written notice to the other party of the intent to terminate. Abandoning the vehicle will result in the Contractor's last paycheck being withheld and used to cover the retrieval of the tractor trailer.

11. Confidentiality

Contractor acknowledges that it will be necessary for Company to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would harm Company.

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf.

Proprietary or confidential information includes:

- Any materials regardless of form furnished by Company for Contractor to use
 - Any information stamped "confidential," "proprietary," or with a similar legend, or any information that company makes reasonable efforts to maintain secret
 - Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- Information belonging to customers and suppliers of Company.

Upon termination of Contractor's services to Company, or at Company's request, Contractor shall deliver to Company all materials in Contractor's possession relating to Company's business.

12. Proprietary Information

All work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Company, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Company's ownership in the Work Product.

Contractor hereby assigns to the Company all right, title, and interest in any and all photographic images and videos or audio recordings made by the Company during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

13. Miscellaneous

- A. Exclusive Agreement.** This Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the Services. Any subsequent changes to the term of this Agreement may be amended or waived only with the written consent of the Company.
- B. Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight or sent by email or fax, or forty-eight hours after being sent by mail as certified or registered with postage prepaid, addressed to the party to be notified at such party's address or email as set forth on the signature page.
- C. Choice of Law / Dispute Resolution.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. The prevailing party in any proceeding to resolve a dispute pertaining to matters covered under this Agreement shall be entitled to receive reasonable fees by the opposing party.
- D. Theft.** I understand that due to my abandoning truck and or trailer or both I waive the right to use the trucking phrase "abandonment" as my defense if the unit(s) is/are stolen as a result of abandonment. I understand that it is my responsibility to return the assigned truck and trailer to _____ and that criminal charges can and will be brought against me for commercial vehicle theft by the _____ Police Department or any city for which jurisdiction falls under, if I fail to do so. _____ **Contractor Initials**

OR

Any disputes concerning this Agreement will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

- D. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the remainder of the Agreement shall be unaffected.
- E. Advice of Counsel.** Each party acknowledges that each party has read this Agreement and fully understands the terms and provision herein. Both parties have been given the opportunity to seek legal counsel regarding this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

Signatures

Company:

Printed Name of Representative

Signature

Date

Contractor:

Printed Name

Signature

Date

Taxpayer ID Number