

DELIVERY DRIVER CONTRACT

1. **THE PARTIES.** This Service Contract (the "Agreement") made on _____ (mm/dd/yyyy) (the "Effective Date") is by and between:

Delivery Driver: _____, with a mailing address of _____ (the "Service Provider"), and

Client: _____, with a mailing address of _____ (the "Client").

The Service Provider and the Client are each referred to as a "Party" and, collectively, as the "Parties."

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

2. **TERM.** The term of this Agreement shall commence on _____ (mm/dd/yyyy) and terminate: (check one)

- ☐ - On the date of _____ (mm/dd/yyyy).
☐ - Upon completion of the Services performed.
☐ - Other: _____.

3. **SERVICES.** The Service Provider agrees to provide the following as an independent contractor:

Hereinafter known as the "Services."

The Service Provider guarantees that they shall perform the Services in compliance with the policies, standards, and regulations of the Client, including local, state, and federal laws, and to the best of their abilities.

4. **PAYMENT AMOUNT.** The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement: (check all that apply)

- ☐ - Per Hour. \$_____ / hour.
☐ - Per Job. \$_____ for the completion of the Services.
☐ - Other: _____.

Hereinafter known as the "Compensation."

5. PAYMENT METHOD. The Client shall pay the Compensation: (check one)

- ☐ - Every ☐ week ☐ month ☐ quarter, beginning on _____ (mm/dd/yyyy).
- ☐ - Upon completion of the Services performed.
- ☐ - Upon the Client receiving an invoice from the Service Provider.
- ☐ - Other: _____

6. RETAINER. The Client is: (check one)

- ☐ - REQUIRED to pay a Retainer in the amount of \$_____ to the Service Provider as an advance on future Services to be provided (the "Retainer").
The Retainer is: (check one)
 - ☐ - Refundable.
 - ☐ - Non-Refundable.
- ☐ - NOT REQUIRED to pay a Retainer before the Service Provider is able to provide Services.

7. TERMINATION. In the event of a material breach, either party may terminate this Agreement prior to the end of the term by providing _____ days' written notice to the defaulting party.

8. INSPECTION OF SERVICES. Any Compensation shall be subject to the Client inspecting the completed Services provided by the Service Provider. If any of the completed Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

9. RETURN OF PROPERTY. Upon termination of this Agreement, all property provided by the Client must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

10. TIME IS OF THE ESSENCE. The Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

11. MUTUAL INDEMNIFICATION. Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

12. CONFIDENTIALITY. The Service Provider acknowledges and agrees that all of the Client's financial and accounting records, lists of property, including amounts paid, client and customer lists, and any other data and information related to the Client's business is confidential (the "Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public

record, the Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with prior written consent from the Client.

- a) Return of Documents. The Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- b) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that should they breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.
- c) No Release. The Service Provider agrees that the termination of this Agreement shall not release them from the obligations in this Section.

13. TAXES. The Client shall not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on behalf of the Service Provider. The Service Provider shall be responsible for, and shall indemnify the Client against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by the Service Provider in connection with the performance of the Services shall be deemed the Service Provider's employees or contractors. The Service Provider shall be fully responsible for such employees or contractors and indemnify the Client against any claims made by or on behalf of any such employee or contractor.

14. INDEPENDENT CONTRACTOR STATUS. The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Service Provider or their employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Service Provider agrees and represents that:

- a) The Service Provider has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
- b) The Service Provider shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed;
- c) The Service Provider has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;
- d) Neither the Service Provider nor the Service Provider's employees or personnel shall be required to wear any uniforms provided by the Client;
- e) The Services required by this Agreement shall be performed by the Service Provider or the Service Provider's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Service Provider;
- f) Neither the Service Provider nor the Service Provider's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and

- g) Neither the Service Provider nor the Service Provider's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Agreement.

15. REPRESENTATIONS AND WARRANTIES. Both Parties represent and warrant to the other that each Party has the right to enter into this Agreement and shall perform fully the obligations stipulated herein.

Further, the Service Provider represents and warrants to the Client that:

- a) The Service Provider has the required skill, experience, and qualifications to perform the Services, and Service Provider shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and Service Provider shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- b) The Service Provider shall operate any personal vehicle or Client-issued vehicle used to perform the Services in accordance with all traffic laws, rules and regulations, and any other relevant rules governing the safe and lawful operation of a motor vehicle;
- c) The Service Provider shall perform the Services in compliance with all applicable federal, state, and local laws and regulations by maintaining all licenses, permits, and registrations required to perform the Services, including, but not limited to, maintaining a valid driver's license, a current vehicle registration, a clean driving record, and adequate automobile insurance, as set forth in Section 16 of this Agreement, if applicable, and to the extent required by federal, state, and local law;
- d) The Service Provider shall perform the Services and maintain, or obtain, if necessary, all licenses, permits, and registrations required to perform the Services under the status of an independent contractor, as identified in this Agreement and as otherwise required by federal, state, and local law;
- e) The Service Provider agrees to its independent contractor status under Section 14 of this Agreement, and Service Provider agrees to be classified as an independent contractor as a matter of law and for all intents and purposes of this Agreement; and
- f) The Service Provider shall transport any goods, as required to perform the Services under this Agreement, in a professional and safe manner that ensures the goods are transported to and from any given destination without any damage or harm.

16. USE OF PERSONAL VEHICLES. During the term of this Agreement, the Service Provider shall maintain in force a current vehicle registration and adequate automobile insurance, subject to applicable federal, state, and local coverage requirements, if and when the Service Provider shall use a personal vehicle to perform the Services. The automobile insurance shall cover any non-personal use of said personal vehicle, including the use of said personal vehicle for commercial purposes as needed to perform the Services. Regardless of the Service Provider's need for commercial automobile insurance or another type of insurance that satisfies federal, state, and local requirements, in each case, insurers shall be reasonably acceptable of the Client and the Services under this Agreement, and the Service Provider's chosen policy shall have limits sufficient to protect and indemnify the Client and its affiliates, officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from the Service Provider's acts or omissions or the acts or omissions of the Service Provider's agents, contractors, or employees.

As used in this section, "personal vehicle" refers to a vehicle owned or leased by the Service

Provider, or a vehicle in the Service Provider's legal possession. The Service Provider's personal vehicle shall be in sufficient good condition and repair to perform the Services in accordance with generally recognized industry standards for similar services.

17. USE OF CLIENT-ISSUED VEHICLES. During the term of this Agreement, if the Client is to provide a vehicle to the Service Provider for use to perform the Services, the use of said Client-issued vehicle shall be subject to the following standards and procedures:

18. SAFETY. The Service Provider shall be solely responsible for protecting its employees, sub-service providers, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

19. ALCOHOL AND DRUGS. The Service Provider agrees that the presence of alcohol and drugs is prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

21. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, claims identified in Section 11, equitable relief under Section 12, and as otherwise permitted by this Agreement or by law.

22. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

23. GOVERNING LAW. This Agreement shall be governed under the laws in the State of _____.

24. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

25. ADDITIONAL TERMS AND CONDITIONS.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

Client's Signature: _____ **Date:** _____

Print Name _____

Delivery Driver's Signature: _____ **Date:** _____

Print Name _____