DELIVERY DRIVER SERVICES CONTRACT

THIS AGREEMENT executed on this the _____day of _____, 20____, by and between _____(hereinafter "Employer"), and _____

(hereinafter "Delivery Driver").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Delivery Driver, and Delivery Driver agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1- WORK TO BE PERFORMED

- **1.1** <u>**Term**</u>. Employer agrees to hire Delivery Driver, to perform the services and work as stated in section 1.2 of this agreement.
- **1.2** <u>**Duties**</u>. Delivery Driver agrees to perform work for the Employer on the terms and conditions set forth in this agreement, as follows:

- **1.3** <u>Completion Date</u>. The work to be performed shall be complete on or before the ______ day of ______ unless extended by Employer, in his/her discretion.
- 1.4 Liquidated Damages. The following shall be construed as liquidated damages only and shall not in any way be deemed a penalty, but only a reasonable estimate of either the anticipated or the actual loss from breach of this Agreement. In the event the work is not performed timely as specified herein, Employer shall be entitled to deduct \$_____ per day from the compensation due Delivery Driver as liquidated damages.

SECTION 2 – COMPENSATION

2.1 <u>Compensation</u>. In consideration of all services to be rendered by Delivery Driver to the Employer, the Employer shall pay to the Delivery Driver the sum of \$_____

Said compensation shall be paid: _____daily ___weekly ___monthly ___upon full completion _____

- **2.2** <u>Withholding</u>. Delivery Driver is an independent Delivery Driver and shall be responsible for his/her own income taxes, worker's compensation and other employment taxes.
- **2.3** <u>Insurance</u>. Delivery Driver is responsible for his/her own automobile insurance, which shall be kept current, and in good standing.

SECTION 3 - INDEPENDENT DELIVERY DRIVER STATUS

Delivery Driver acknowledges that he/she is an independent Delivery Driver and is not an agent, partner, joint venturer nor employee of Employer. Delivery Driver shall have no authority to bind or otherwise obligate Employer in any manner nor shall Delivery Driver represent to anyone that it has a right to do so.

SECTION 4 - REPRESENTATIONS OF WARRANTIES OF DELIVERY DRIVER

4.1 Delivery Driver represents and warrants to the Employer regarding the work to be performed as follows: ______

- **4.2** Delivery Driver represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Delivery Driver and any third party. During the term of the agreement, Delivery Driver shall devote as much productive time, energy and abilities as is needed and necessary to perform the required duties in a timely and productive manner. Delivery Driver is expressly free to perform services for other parties while performing services for Employer.
- **4.3** Delivery Driver represents that he/she has no alcohol related driving infractions and that Delivery Driver shall apprise Employer of any tickets or driving infractions that said driver has received both while in the employ of Employer or outside of the scope of employment.

SECTION 5. INSURANCE

Delivery Driver shall obtain and maintain in force, at its own expense, throughout the performance of his/her/its obligations under this Agreement, insurance coverage against claims, regardless of when asserted, that may arise out of, or result from, Delivery Driver's operations in connection with the services or duties described above. This insurance shall include the following coverage(s) that is(are) checked below:

____Comprehensive General Liability Delivery Driver agrees to maintain a policy of insurance in the minimum amount of \$_____, including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury, death, and property damages for any negligent acts committed by Delivery Driver or his employees or agents during the performance of any duties under this Agreement. Delivery Driver further agrees to hold Employer free and harmless from any and all claims arising from any such negligent act or omission.

Workers Compensation and Employer's Liability (if required by state law). Delivery Driver agrees to provide worker's compensation insurance for Delivery Driver's employees and agents and agrees to hold harmless and indemnify Employer for any and all claims arising out of any injury, disability, or death of any of Delivery Driver's employees or agents.

_____Comprehensive Automobile Liability for bodily injury and property damage (covering owned and non-owned vehicles).

____Other Insurance Requirements : ____

SECTION 6 - MISCELLANEOUS PROVISIONS

- **6.1** The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of the parties.
- 6.2 In the event of a 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, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.
- **6.3** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- **6.4** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of _____.
- 6.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- **6.6** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 6.7 Delivery Driver agrees to indemnify, defend, and hold Employer and his/her/their successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Delivery Driver.
- **6.8** Employer may terminate this Agreement at any time by providing <u>days</u>' written notice to Delivery Driver. In addition, if Delivery Driver fails or refuses to comply with the policies or reasonable directives of Employer, is guilty of serious misconduct in connection with his/her/their performance hereunder, or materially breaches any provisions of this Agreement, Employer may at any time and in its sole discretion terminate the engagement of Delivery Driver immediately and without prior written notice to Delivery Driver.

6.9 Delivery Driver shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the express written prior consent of Employer.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20____.

