

DELIVERY DRIVER SERVICES CONTRACT

This **Delivery Driver Services Contract Agreement ("Agreement")** is made as of _____, 20____, by and between:

I. PARTIES

Delivery Service Driver's Name: _____ whose mailing address is _____ hereinafter known as "**Delivery Service Provider**".

AND

Client's Name: _____ whose mailing address is _____ hereinafter known as "**Client**".

Herein, each Party is 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 Delivery Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

TERM. This Agreement shall commence upon the Effective Date, as stated above, or on the ____ of _____ 20 ____ and will continue until ____ of _____ 20 ____ unless terminated with written notification of at least ____ days' notice.

Independent Contractor Status. The Delivery Service Provider shall perform the services required under this Agreement as an independent contractor and not as an employee of the Client. The Delivery Service Provider shall have the right to perform services for others during the term of this Agreement. The Client shall not have any right to control the manner or method in which the Delivery Service Provider performs the services under this Agreement. The Delivery Service Provider shall be responsible for all federal and state taxes, social security contributions, getting employees, and other deductions required by law in connection with the payment of fees under this Agreement.

3. **Scope of Services:** As part of this Agreement, the Delivery Service Provider agrees to perform work for the Client under the conditions laid out herein. The Delivery Service Provider also agrees to give all the attention and time necessary, within reason, to perform the duties described herein as follows:

- Pick up and deliver packages and other items on behalf of the Client.
- Deliver packages and other items in a timely and efficient manner.
- Ensure the safety and security of the packages and other items during transportation.
- Use reasonable care and diligence in handling and delivering packages and other items.

- Comply with all applicable laws, regulations, and traffic rules and regulations.
- Other: _____.

Hereinafter known as the "Services."

To the best of their ability, the Service Provider guarantees compliance with the policies, standards, and regulations of the Client.

PAYMENT TERMS. In consideration of the Services provided under this Agreement, the Client agrees to pay the following compensation[AMOUNT] to the Delivery Service Provider: (check all that pertain)

- Payment will be made on a per delivery basis.
- The rate of payment will be agreed upon by the parties prior to the commencement of Services.
- The Driver will submit an invoice to the Client for Services rendered, which will include the date of the delivery, the time of pickup and delivery, and any other relevant information.
- The Client will make payment to the Driver within [number of days] of receipt of the invoice.

Hereinafter known as the "Compensation

RETAINER. The Client shall: (Select one)

- Pay a retainer fee of \$ _____ towards future services ("Retainer"). (Check one for the Retainer:
 - Refundable.
 - Non-Refundable.
- Not pay a Retainer fee before work commencement.

TERMINATION. Either party may terminate this Agreement at any time with or without cause upon [number of days] written notice to the other party.

INSURANCE: The Delivery Service Provider agrees to maintain the following insurance coverage during the term of this Agreement:

- a. Commercial auto liability insurance with limits of at least [Amount].
- b. Workers' compensation insurance or an equivalent insurance policy.
- c. Any other insurance required by law.

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 the client's final payment.

TIME IS OF THE ESSENCE. In regard to all Services, the Service Provider acknowledges that time is of the essence.

MUTUAL INDEMNIFICATION. Each Party agrees to indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns in the event of loss, damage, liability, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including attorney fees and professional 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.

CONFIDENTIALITY. The Delivery Service Provider agrees to maintain the confidentiality of any information provided by the Client, including but not limited to the contents of packages and other items transported by the Delivery Service Provider.

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. All such taxes or contributions, including penalties and interest, shall be the responsibility of the Service Provider and shall be indemnified by it. 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.

REPRESENTATIONS AND WARRANTIES. As a condition of entering into this Agreement, both Parties represent and warrant to the other that each Party is legally entitled to do so and will meet all its obligations.

Additionally, the Service Provider warrants to the Client that:

1. In accordance with generally recognized industry standards for similar services, the Service Provider shall perform the Services in a professional and workmanlike manner; the Service Provider should dedicate sufficient resources to ensure timely and reliable performance;
2. Any personal vehicle or Client-issued vehicle used to perform the Services must be operated in accordance with all traffic laws, rules and regulations, and any other relevant rules;
3. All licenses, permits, and registrations necessary to perform the Services shall be maintained by the Service Provider in compliance with federal, state, and local laws and regulations. In addition, you must maintain a valid driver's license, an active vehicle registration, a clean driving record, and adequate automobile insurance, as set forth in Section 16 of this Agreement, and as required by law;
4. As identified in this Agreement and as otherwise required by federal, state, and local law, the Service Provider shall perform the Services and maintain, or obtain, if necessary, all licenses, permits, and registrations required to perform the Services;
5. For all intents and purposes of this Agreement, Service Provider accepts its independent contractor status under Section 14 of this Agreement; and

6. It is the responsibility of the Service Provider to transport all goods, as required to perform the Services under this Agreement, in a professional and safe manner to and from any destination, without causing any damage.

USE OF PERSONAL VEHICLES. If the Service Provider uses a personal vehicle to perform the Services, he/she shall maintain a current vehicle registration and adequate automobile insurance, as required by applicable federal, state, and local laws. As necessary to perform the Services, the automobile insurance shall cover any non-personal use of the said personal vehicle. It doesn't matter whether the Service Provider needs commercial automobile insurance or any other insurance that satisfies federal, state, or local requirements, insurers must be acceptable to the Client and the Services, and the policy chosen by the Service Provider will cover and indemnify the Client and its affiliates adequately, 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.

A "personal vehicle" is a vehicle that belongs to or is leased by a Service Provider, or is in the Service Provider's legal possession. According to generally recognized industry standards for similar services, the Service Provider's personal vehicle shall be in sufficiently good condition and repair.

USE OF CLIENT-ISSUED VEHICLES. If the Client provides a vehicle to the Service Provider for use in performing the Services, the use of said vehicle is subject to the following standards and procedures:

[DESCRIBE REQUIREMENTS FOR CLIENT-ISSUED VEHICLE]

SAFETY: The Service Provider is solely responsible for protecting its employees, sub-contractors, suppliers, and all other persons from any risk that may result from or in connection with the Services (the "Work Site") or from deaths, injuries, or bodily harm arising from these services. In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. All penalties, fines, and fees incurred shall be the sole responsibility and liability of the Service Provider.

ALCOHOL AND DRUGS. During the performance of the Services, the Service Provider agrees to refrain from the use of alcohol and drugs on the Work Site. Any agents, employees, or subcontractors who are found to be under the influence of alcohol or drugs shall have this Agreement terminated immediately.

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. After termination or expiration of this Agreement, any provision imposing obligations upon the Service Provider or Client shall survive and be binding upon them.

DEFAULT. A defaulted Party is liable for all costs and expenses reasonably incurred by non-defaulting Parties in connection with the default, including, without limitation, claims under Section 11, equitable relief under Section 12, and any other costs and expenses incurred by the non-defaulting Parties in connection with the default.

NO WAIVER. A waiver of any provision of this Agreement shall not be regarded as continuing or binding unless it is in writing and signed by the party waiving it.

GOVERNING LAW. Under this Agreement, the laws of the State of [STATE NAME] shall apply.

SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. A court may declare any provision or section invalid or unenforceable, thereby limiting the effect of any other provision or section, unless the court determines otherwise. Affected provisions or sections shall be enforced in such a case.

ADDITIONAL TERMS AND CONDITIONS: _____

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. Supplements, modifications, and amendments to this Agreement must be in writing and signed by both parties.

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

Signature of Client: _____ **Date** _____

Name on Print: _____

Signature of Delivery Driver: _____ **Date** _____

Name on Print: _____