

INDEPENDENT CONTRACTOR TRANSPORTATION SERVICES AGREEMENT

This Independent Contractor Transportation Services Agreement (“Agreement”) is entered into as of _____, 20____ (“Effective Date”), by and between:

QUICK DELIVERY LLC, a Connecticut limited liability company with its principal office located at 499 North St. Windsor Locks, Connecticut 06096 (“Company”),

and

_____ (“Contractor”)

Address: _____

Phone: _____

Email: _____

Company and Contractor may individually be referred to as a “Party” and collectively as the “Parties.”

ARTICLE 1

PURPOSE

Company provides courier, transportation, freight, logistics, pickup, and delivery services to commercial customers.

Contractor desires to perform transportation and delivery services utilizing Contractor’s own vehicle(s), equipment, labor, and resources subject to the terms and conditions contained herein.

ARTICLE 2

INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is and shall remain an independent contractor.

Nothing contained in this Agreement shall be construed to create:

- An employer-employee relationship;
- A partnership;
- A joint venture;
- An agency relationship.

Contractor shall have sole responsibility for:

- Federal income taxes;
- State income taxes;
- Self-employment taxes;
- Social Security taxes;
- Medicare taxes;
- Workers' compensation obligations;
- Unemployment obligations;
- Health insurance;
- Retirement benefits;
- Vehicle ownership costs;
- Fuel expenses;
- Maintenance and repairs;
- Licensing and registration fees.

Contractor acknowledges that Contractor is not eligible for any employee benefit offered by Company.

ARTICLE 3

CONTRACTOR QUALIFICATIONS

Contractor represents and warrants that:

1. Contractor possesses all qualifications necessary to perform transportation services.
2. Contractor maintains a valid driver's license.
3. Contractor is legally authorized to work in the United States.
4. Contractor has disclosed all information requested by Company.
5. Contractor will comply with all applicable federal, state, and local laws.

Contractor shall immediately notify Company of:

- Driver license suspension;
 - Driver license revocation;
 - DUI or DWI arrest;
 - Felony arrest or conviction;
 - Serious moving violation.
-

ARTICLE 4

BACKGROUND CHECKS AND MVR AUTHORIZATION

As a condition of performing services, Contractor authorizes Company to obtain:

- Criminal background reports;
- Motor vehicle records;
- Driving history reports;
- Verification of insurance coverage.

Company may suspend or terminate Contractor if Company determines Contractor presents an unacceptable operational, legal, safety, insurance, or reputational risk.

ARTICLE 5

VEHICLES

Contractor shall provide all vehicles necessary to perform services.

Contractor warrants that each vehicle:

- Is legally registered;
- Is properly insured;
- Is maintained in safe operating condition;
- Meets all legal requirements;
- Is suitable for transportation services.

Contractor shall bear all costs associated with vehicle ownership and operation.

ARTICLE 6

INSURANCE

Contractor shall maintain automobile liability insurance with limits of not less than:

\$1,000,000 Combined Single Limit Per Occurrence

Contractor shall provide proof of insurance before performing services.

Contractor shall immediately notify Company of:

- Cancellation;
- Non-renewal;
- Lapse;
- Reduction in limits.

Failure to maintain required insurance shall constitute a material breach of this Agreement.

ARTICLE 7

SAFETY REQUIREMENTS

Contractor shall:

- Obey all traffic laws;
- Wear seat belts at all times;
- Refrain from texting while driving;
- Refrain from handheld phone use while driving;
- Refrain from operating a vehicle while impaired;
- Follow customer safety rules;
- Follow Company operational procedures.

Safety violations shall constitute grounds for immediate termination.

ARTICLE 8

CUSTOMER PROPERTY

Contractor shall exercise reasonable care in handling customer property.

Contractor shall immediately report:

- Cargo damage;
- Loss;
- Theft;
- Misdelivery;
- Shortage;
- Delay.

Contractor shall be responsible for losses resulting from Contractor's negligence, misconduct, theft, or failure to follow Company instructions.

ARTICLE 9

CONFIDENTIALITY

Contractor acknowledges access to confidential information including:

- Customer identities;
- Customer contact information;
- Pricing information;
- Delivery schedules;
- Freight information;
- Operational procedures;
- Proprietary business information.

Contractor shall not disclose such information to any third party.

These obligations shall survive termination of this Agreement.

ARTICLE 10

NON-SOLICITATION

During the term of this Agreement and for one (1) year following termination, Contractor shall not directly or indirectly:

- Solicit Company customers;
- Accept business directly from Company customers;
- Divert Company customers;

- Assist others in diverting Company customers.

Company shall be entitled to injunctive relief and damages for violations of this provision.

ARTICLE 11

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless Company, its owners, members, managers, officers, employees, agents, successors, assigns, and customers from and against any claims, liabilities, losses, damages, judgments, settlements, penalties, costs, and attorney fees arising from:

- Contractor's acts or omissions;
- Vehicle accidents;
- Personal injury;
- Property damage;
- Cargo loss;
- Violation of law;
- Breach of this Agreement.

Contractor's duty to defend shall arise immediately upon written notice from Company.

ARTICLE 12

ATTORNEY FEES

The prevailing party in any dispute arising from this Agreement shall recover reasonable attorney fees, court costs, expert witness fees, and collection costs.

ARTICLE 13

CONNECTICUT LAW

This Agreement shall be governed by Connecticut law.

Exclusive venue shall lie in the Connecticut Superior Court located in Hartford County, Connecticut.

Contractor consents to the jurisdiction of such courts.

ARTICLE 14

TERMINATION

Company may immediately terminate this Agreement for:

- Insurance lapse;
 - Safety violations;
 - Customer complaints;
 - Dishonesty;
 - Theft;
 - Criminal conduct;
 - Breach of confidentiality;
 - Breach of this Agreement.
-

ARTICLE 15

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

QUICK DELIVERY LLC

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Contractor Name: _____

Business Name (if applicable): _____

Signature: _____

Date: _____

PERSONAL GUARANTOR

The undersigned personally guarantees all obligations of Contractor arising under this Agreement.

Guarantor Name: _____

Signature: _____

Date: _____