

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between _____ (hereinafter referred to as “Independent Contractor”) and _____ (hereinafter referred to as “Delivery Service”, collectively referred to as “the parties”).

WITNESSETH:

WHEREAS, Independent Contractor is an independent business person engaged in performing local parcel delivery;

WHEREAS, Delivery Service is an independent business entity engaged in performing local parcel delivery through contractual relationships with independent business persons;

WHEREAS, the parties desire to enter into a formal contractual relationship in furtherance of their mutual interests;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Delivery Service agrees to engage the contract services of Independent Contractor for local parcel delivery.
2. Independent Contractor agrees to bill Delivery Service for its contract services at

3. Upon satisfactory completion of each job, Independent Contractor will be entitled to payment according to the terms of the rate schedule reflected in the addendum to this Agreement. A job is satisfactorily

completed when it is delivered on time, in the same condition as when it was picked-up, according to any special instructions that the client requires and upon providing proof of delivery (POD) to Delivery Service. Independent Contractor acknowledges that it could be liable for failure to complete each job.

4. Independent Contractor acknowledges that it is not an employee of Delivery Service and that it is not entitled to any of the benefits that Delivery Service provides its employees.

5. The parties acknowledge that Independent Contractor shall use its own means and methods in making deliveries according to the terms of this Agreement. The parties further acknowledge and agree that Independent Contractor shall be responsible for providing all equipment and supplies necessary to perform its work.

6. Independent Contractor acknowledges that the services provided under the terms of this agreement are at its own risk and expense and further acknowledges its understanding that it is not covered by any insurance policy of Delivery Service, including liability and/or workers' compensation insurance. Independent Contractor must provide his/her own auto liability (to at least meet State requirements) and workers compensation, if required under State law.

7. Independent Contractor will indemnify and hold harmless Delivery Service and any customers of Delivery Service, from and against any and all liability, by reason of accident, injuries, or negligence of any kind, that may result from the act of Independent Contractor while making deliveries on behalf of Delivery Service.

8. Independent Contractor acknowledges that it has complied with applicable business licensing requirements and maintains its own books and records.

9. Independent Contractor acknowledges that it is responsible for paying its own federal, state and local taxes, including FICA.

10. Independent Contractor acknowledges that it will carry auto liability insurance with minimum limits of \$100,000.

11. The parties agree and acknowledge that this is a non-exclusive agreement and that Independent Contractor is free to provide its services to other business as long as an Independent Contractor complies with the terms of paragraph 12, below in providing services to others.

12. Independent Contractor acknowledges that it may have access to proprietary information, including trade secrets, of Delivery Service. Independent Contractor agrees that it shall not disclose such information to any other person or entity without the express written permission of Delivery Service.

13. The parties have incorporated in this Agreement their entire understanding. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. The parties are not relying upon and specifically hereby repudiate any representations other than those expressly set forth herein.

14. No change, addition, deletion or modification of any terms or provisions of this Agreement shall be valid and binding unless so expressed by both parties in writing, and executed with the same formality as this Agreement. Failure of either party to insist in any instance upon strict performance of and compliance with any terms or provisions of this Agreement does not constitute waiver or negate future enforcement of such terms or provisions in any other instances.

15. This Agreement shall be construed, interpreted, applied and enforced in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties have knowingly and voluntarily set their hands and seals to this Agreement.

_____(SEAL)
INDEPENDENT CONTRACTOR

_____(SEAL)
DELIVERY SERVICE