

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__, by and between B-LINE EXPRESS COURIER, INC. (hereinafter referred to as “the Company”), and _____ (hereinafter referred to as “Contractor”).

WITNESSETH

WHEREAS, the Company is engaged in the business of delivery services; and

WHEREAS, Contractor desires to perform services through the Company and the Company desires to obtain the services of Contractor as an independent contractor upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Engagement as Independent Contractor.** The Company hereby engages Contractor as an independent contractor to perform services for the Company, and Contractor hereby accepts said engagement for the term hereof with the respective duties, responsibilities and obligations hereinafter set forth.
2. **Duties.** Contractor, as an independent contractor, agrees to provide services through the Company. Contractor also agrees to make himself available to provide services as a delivery provider to the Company during such reasonable hours and at such times as the Company may from time to

time request and that Contractor may be available. The method by which Contractor is to perform services is within the discretion and control of Contractor. In performing services under this Agreement, Contractor and the Company covenant and agree that each shall use diligent efforts and professional skills and judgment.

3. **Delivery Vehicles.** While this Agreement is in effect, Contractor will provide an appropriated vehicle, as well as equipment and supplies, which the Company deems reasonably necessary to perform the services. The Contractor also agrees to provide comprehensive insurance in the amounts of \$100,000.00/\$300,000.00 aggregate and \$50,000.00 property damage in addition to cargo insurance. Contractor agrees to and understands that, with or without cargo insurance, Contractor will be solely responsible for the total cost and value of the shipment picked up by the Contractor in the event of loss or damage to the shipment regardless of cause.

4. **Workers' Compensation Insurance.** Colorado State Law requires Workers' Compensation Insurance and the Contractor is responsible for obtaining this type of insurance for himself / herself / itself. The Company is not responsible for obtaining and carrying Workers' Compensation Insurance for the Contractor, as Contractor is not an employee of the Company.

5. **Contractor Compensation.** The Contractor will be compensated for each delivery successfully completed based upon a percentage of the total delivery cost. The standard percentage of compensation that the Company pays is equal to fifty percent (50%) of the total delivery cost. Contractor will be paid for services rendered within fourteen (14) to thirty (30) days upon

the completion of each billing week. The Company's billing weeks always end on Saturday. **CONTRACTOR ALSO AGREES TO AND UNDERSTANDS THAT CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL STATE AND FEDERAL TAXES THAT WOULD BE ASSESSED ON COMPENSATION PAID TO CONTRACTOR BY THE COMPANY. CONTRACTOR ALSO UNDERSTANDS THAT, SINCE CONTRACTOR IS NOT AN EMPLOYEE OF THE COMPANY, CONTRACTOR IS RESPONSIBLE FOR CONTRACTOR'S OWN UNEMPLOYMENT INSURANCE BENEFITS. THE COMPANY WILL NOT PROVIDE ANY UNEMPLOYMENT INSURANCE BENEFITS TO THE CONTRACTOR, AND IF THE CONTRACTOR SHOULD WISH UNEMPLOYMENT INSURANCE BENEFITS, THE CONTRACTOR WILL EITHER HAVE TO PROVIDE THOSE BY ITSELF / HIMSELF / HERSELF OR THROUGH A THIRD PARTY.**

6. **Termination of Agreement.** The Company or Contractor may only terminate this Agreement in the event of a breach by one or the other parties or if the Contractor fails to produce the specified result. Company shall not be obligated to pay Contractor after termination date except for deliveries already made and collected. Upon termination of this Agreement, the Company shall continue to collect the amounts billed on account of the efforts of Contractor.

7. **Assignments.** The rights and obligations of Contractor under this Agreement, as an independent contractor, relate to specialized personal services rendered by Contractor and may not be assigned by it unless approved by the Company. The Company may assign its rights and obligations under this Agreement to any legal entity or individual that acquires or otherwise continues the business currently conducted by it.

8. **Disclosure of Information.** Contractor shall not, during or after the term of this Agreement, disclose any information relating to the Company, its officers, employees or clients, including information regarding the affairs or operations of the Company, without obtaining the prior written consent of the Company. See specific details in paragraph 17 - Covenants.

9. **Indemnification of the Company.** Contractor hereby agrees to indemnify, defend and hold harmless the Company, its Partners, employees and agents from any claim, loss, damage, cost, expense or liability arising out of or related to the performance or nonperformance of any services to be performed or provided under this Agreement, except as may be reimbursed by insurance or otherwise. Contractor acknowledges that Contractor is to be responsible for all acts or omissions committed by Contractor during the performance of assigned work. In the event of any loss or damage to either the Company or to the cargo which the Contractor is transporting, the Contractor hereby agrees and authorizes by Contractor's signature on this Agreement, a deduction from any amounts due Contractor for any work performed on behalf of the Company.

10. **Waiver of Breach or Violation not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

11. **Notices.** Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing and sent by registered mail to Contractor's last known residence or principal office, and to the Company

at B-Line Express Courier, Inc., 5475 Peoria Street, Bldg. 4, Unit 1, Denver, CO 80239.

12. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Colorado.

13. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

14. **Pronouns, Singular and Plural.** Unless the content requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular, and words of one gender may be construed as denoting such other gender as is appropriate.

15. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the Company and/or any of its officers, employees or agents and Contractor with respect to all matters contained herein, and this Agreement constitutes the sole and entire agreement with respect thereto. Any representation, inducement, promise or agreement, whether oral or written, between the Company or its officers, employees or agents and Contractor that is not embodied herein shall be of no force or effect.

16. **Counterparts.** This Agreement is executed in multiple counterparts, each which shall be deemed an original and together shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.

17. **Covenants.** For and In Consideration for the continuing opportunity to conduct business, the following is understood and agreed upon: Contractor hereby acknowledges that in the performance of his duties relating to maintaining the Company's relationship to its clients, the Contractor will have access to and will acquire sensitive, technical and confidential information about the Company not generally known in the industry, including but not limited to its fees, trade secrets, technical processes and the Company's customers. All such confidential information represents a trade secret, which provides the Company with a significant competitive advantage. Contractor acknowledges and agrees that the Company would be severely damaged if such confidential information were disclosed to competitors or utilized by the Contractor for purposes contrary to the interest of the Company. Contractor also agrees that upon the completion of the underlying contract, Contractor will not remove any files, documents or any other property of the Company containing confidential information from the Company's place of business.

In recognition of the foregoing, Contractor hereby covenants and agrees that:

A. **Covenant of Non-Disclosure:** During the time this Agreement is in effect and for a period of eighteen (18) months thereafter, Contractor shall not disclose to any third party any confidential information, as described above, except to the extent that is necessary to do so in order to fulfill the Contractor's duties to the Company under this Agreement.

Any breach of the above-referenced covenants by the Contractor shall entitle the Company to seek monetary and equitable relief as it deems appropriate.

18. **Duration of Contract.** This contract shall be effective between the parties for 180 days from the date first appearing on Page 1 of this Agreement. This contract will automatically expire, unless terminated pursuant to paragraph 6 (Termination of Agreement), 180 days from said date unless renewed with a new contract in writing and signed by both parties.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officers, and Contractor has hereunto set its seal, all bind done in duplicate originals with one original being delivered to each party on the day and year first above written.

B-LINE EXPRESS COURIER, INC.

By: _____

Barry L. Gonyaw, President

Date: _____

ATTEST:

Secretary

Contractor

Date: _____

Print Name: _____

Date: _____

**B-LINE EXPRESS COURIER, INC.
CONTRACT DRIVER INFORMATION**

Name: _____

Address: _____

Home Phone Number: _____

Cell Phone Number: _____

Insurance Policy Holder and Agent:

Insurance Policy Number: _____

Driver's License Number: _____

Emergency Contact Name and Number: _____

We need copies of:

Social Security Card

Driver's License

Vehicle Registration

Insurance Card

INDEPENDENT CONTRACTOR COOLER BAG AGREEMENT

I, _____, as the Independent Contractor, understand and accept full responsibility for the COOLER BAG assigned to me, and all charges that I might incur due to damage. COOLER BAGS are not to be left unlocked at B-Line Express Courier, Inc. I understand that this is strictly a lease and the COOLER BAG remains the property of B-Line Express Courier, Inc.

The monthly fee is \$35.00 per month, \$12.00 per week to be deducted at the 1st of every month.

I understand that I must honor this Agreement with B-Line Express Courier, Inc. I understand that I am responsible for any and all legal action that may be taken to resolve any billing issue or damage to the COOLER BAG.

SIZE OF BAG _____ BAG# _____

INDEPENDENT CONTRACTOR:

Signature

Name: _____ Date: _____

Print

INDEPENDENT CONTRACTOR

CELL PHONE AGREEMENT

I, _____, as the Independent Contractor, understand and accept full responsibility for the entire phone bill for my assigned phone number, and all charges I incur on the phone bill for my assigned phone number. My monthly charge of \$55.00 plush any

unauthorized charges will be automatically deducted from my check approximately the 2nd week of every month.

T-MOBILE PLAN: 500 Anytime Minutes
Unlimited Weekend Minutes
Unlimited T-Mobile to T-Mobile Minutes
\$0.45 Per Minute Outside of Plan
Monthly Charge of \$55.00 With Tax
Downloads & Directory Assistance, Etc., NOT
INCLUDED in Base Price

I understand that I am responsible for any and all other fees incurred, such as, but not limited to: **Information or Directory Assistance, etc.** I understand that I am responsible for any and all legal action that may be taken to resolve any billing issue.

CELL NUMBER: _____ SERIAL# _____

INDEPENDENT CONTRACTOR:

Signature

Name: _____ Date: _____

Print