



TVM ROSSO LTD

EXPRESS DELIVERY

TVM ROSSO LTD.

DOT: 2983839 MC-15605

61 Vera St.

Staten Island, NY 10305

Tel: (718)355-8337

(718)874-0175

Independent Contractor Information

General Information

Company Name: _____

Owner Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Cell Phone: _____ Email: _____

Social Security #: _____ Date of Birth: _____

Vehicle Information

Make: _____ Model: _____ Year: _____

Plate #: _____ State: _____ VIN: _____

Dimensions: _____ X _____ X _____ (LxWxH)

Door Opening Dimensions: _____ X _____

Weight Capacity: _____ lbs

Driver Information

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Cell Phone: _____ Email: _____

Social Security #: _____ Date of Birth: _____

Driver License #: _____ State: _____ Class: _____

Emergency Contact: _____ Phone: _____

Billing Information

Name: _____

Account#: _____ Routing#: _____

Address: _____

City: _____ State: _____ ZIP: _____

Insurance Information

Commercial Auto Insurance

\$1,000,000 Primary Liability Commercial Auto CSL

\$100,000 Broad Form Cargo with \$1,000 deductible(\$1,000-maximum)

Unlimited Radius of Operations

Additional Insured:

TVM ROSSO LTD.

61 Vera St.

Staten Island, NY 10305

Certificates must also show listed vehicles (YEAR, MAKE, VIN#) AND listed drivers!

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made on this ___ day of _____, 20____ between

TVM ROSSO LTD. with its principal place of business at 61 VERA ST.

STATEN ISLAND, NY 10305, hereinafter referred to as

“COMPANY,” and

_____ hereinafter referred to as “CONTRACTOR,” with its

principal place of business at _____.

WITNESSETH:

WHEREAS, the COMPANY is engaged in the business of delivering goods such as, including but not limited to, documents, non-negotiable items and other property, and wishes to perform the said deliveries by means of motor vehicles and equipment that COMPANY does not own and will employ through

CONTRACTOR under this Agreement; and

WHEREAS, the CONTRACTOR is engaged in business of making deliveries; and

WHEREAS, the COMPANY desires to utilize the services of the CONTRACTOR to carry out its business; and

WHEREAS, the COMPANY and CONTRACTOR desire to enter into this Agreement whereby the foregoing may be accomplished;

NOW, THEREFORE, the parties agree to as follows:

1. Services to Be Performed

CONTRACTOR shall provide motor vehicle(s) suitable to perform the services under this Agreement. The rate of payment shall be discussed before each route/delivery or other performance unless specific prior arrangements were made by and between the COMPANY and CONTRACTOR and it was duly noted in writing. The required documents shall include properly signed and completed receipts and such other documents as may be incidental to making deliveries and/or pickups.

2. Vehicles and Equipment

CONTRACTOR will furnish all motor vehicles, equipment, tools, and materials used to provide the services required by this Agreement. COMPANY will not require CONTRACTOR to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

3. Direct deposit

a) Company will pay compensation only after Contractor provides legible copy of delivery receipt.

b) Contractor settlements will be processed on Mondays. Payment period begins on Wednesdays and ends on Tuesdays 11:59pm

c) TO RECEIVE DIRECT DEPOSIT ON MONDAY:

- Original Bills of Lading for the previous week must be received by 8:00am eastern time on Wednesday.

- Truck unit number must be written on the envelope along with your name

- Submit void check

- Send PODs to right after delivering the load.

d) 25% REDUCTION will be applied for any PICKUP/DELIVERY failure.

e) If the contractor wishes to make the pickup/delivery earlier than scheduled he/she shall confirm this with the company otherwise it may bring charges to the Contractor.

f) The distance is measured "from the zip-code" to "the zip-code" (not from address to address)

g) Empty miles are paid after 100 miles, rate per mile will be determined based on distance. Driver shall provide us with his real current location to determine correct empty millage.

4. Fringe Benefits

CONTRACTOR understands that neither CONTRACTOR nor CONTRACTOR'S employees or its contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of COMPANY.

5. Insurance

CONTRACTOR shall provide liability insurance on the said motor vehicle at its own expense with a minimum liability of \$1,000,000.00 per person, per accident; and \$100,000.00 cargo insurance per accident with the COMPANY as an additional insured and shall pay for and provide proof of the said insurance to the COMPANY.

CONTRACTOR shall purchase his own worker's compensation insurance including coverage for the owner and provide a Certificate of Insurance to the COMPANY.

COMPANY shall not provide insurance coverage of any kind for CONTRACTOR or CONTRACTOR's employees or contract personnel.

6. CONTRACTOR'S Expenses and Responsibilities

CONTRACTOR shall be responsible for the following:

- a. All expenses incurred while performing services under this Agreement such as expenses automobile, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to CONTRACTOR'S employees or other contract personnel that CONTRACTOR hires to complete the work under this Agreement.
- b. Operating motor vehicles and equipment in accordance with all applicable state and federal regulations and laws.
- c. Hiring to operate motor vehicles qualified drivers under all applicable state and federal regulations and COMPANY'S customer requirements.

- d. Performing all other tasks necessary to conduct the delivery of services provided under this Agreement in accordance with all regulations.
- e. Exercising diligent efforts to assure continuing customer satisfaction.
- f. Controlling CONTRACTOR employees' hours worked, their proper licenses and qualifications under customer or insurance requirements.
- g. Contractor represents and warrants that CONTRACTOR and CONTRACTOR'S employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement
- h. CONTRACTOR shall be responsible for payments of all wages and all benefits including, but not limited to worker's compensation, unemployment compensation, federal and state withholding taxes and Social Security taxes for their employees and for themselves. CONTRACTOR will be responsible for filing his own tax returns, and making Social Security contributions as required by law.
- i. Keeping the vehicle described herein in good operating condition and to provide replacement vehicles when necessary.
- j. All costs reasonably incurred by COMPANY to complete work CONTRACTOR failed to complete in accordance with this Agreement.

7. Independent Contractor Status

By entering into this Agreement the parties, COMPANY and CONTRACTOR, intend to create a COMPANY and INDEPENDENT CONTRACTOR relationship. CONTRACTOR is an INDEPENDENT CONTRACTOR, and neither CONTRACTOR nor CONTRACTOR'S employees or contract personnel are, or shall be deemed COMPANY'S employees. Neither CONTRACTOR nor any of its agents, servants or employees are to be considered the agents, servants or employees of the COMPANY at any time under any circumstances or for any purpose whatsoever. Neither party is the agent of the other and neither party shall have the right to bind the other by contract or otherwise except as herein specifically provided. CONTRACTOR shall be responsible to COMPANY merely as to the results to be accomplished under this Agreement, and not as to means and methods of accomplishing the said results.

In its capacity as an INDEPENDENT CONTRACTOR, CONTRACTOR agrees and represents, and COMPANY agrees, as follows:

a. CONTRACTOR has the right to perform services for others during the term of this Agreement.

b. CONTRACTOR has the right to accept or reject assignments.

c. CONTRACTOR shall have the responsibility for: selecting, purchasing, financing and maintaining the motor vehicle used in performing of the services under this Agreement; selecting travel paths to be utilized, unless otherwise designated by COMPANY or customer of COMPANY.

d. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

CONTRACTOR shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

e. CONTRACTOR may hire assistants such as SUBCONTRACTORS or to use employees to provide the services required by this Agreement only with the COMPANY'S express consent.

f. The services required by this Agreement shall be performed by CONTRACTOR, CONTRACTOR'S employees, or contract personnel, and COMPANY shall not hire, supervise, or pay any assistants to help CONTRACTOR.

g. Neither CONTRACTOR nor CONTRACTOR's employees or contract personnel shall receive any training from COMPANY in the professional skills necessary to perform the services required by this Agreement.

h. Neither CONTRACTOR nor CONTRACTOR'S employees or contract personnel shall be required by COMPANY to devote full time to the performance of the services required by this Agreement.

8. Indemnification

CONTRACTOR agrees that COMPANY shall not be responsible for any loss, damage or destruction which may occur to CONTRACTOR'S motor vehicle and shall indemnify and hold harmless the COMPANY from and against any liability, or action, claim or demand out of such loss, damage or destruction.

9. Confidentiality

CONTRACTOR acknowledges that it will be necessary for COMPANY to disclose certain confidential and proprietary information to CONTRACTOR in order for CONTRACTOR to perform duties under this Agreement.

CONTRACTOR acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm COMPANY.

Accordingly, CONTRACTOR will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of COMPANY without COMPANY'S prior written permission except to the extent necessary to perform services on COMPANY'S behalf. Proprietary or confidential information includes:

- a. the written, printed, graphic, or electronically recorded materials furnished by COMPANY for CONTRACTOR to use
- b. any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that COMPANY makes reasonable efforts to maintain the secrecy of
- c. business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- d. information belonging to customers and suppliers of COMPANY about whom CONTRACTOR gained knowledge as a result of CONTRACTOR's services to COMPANY, and
- e. other: _____.

Upon termination of CONTRACTOR'S services to COMPANY, or at COMPANY'S request, CONTRACTOR shall deliver to COMPANY all materials in CONTRACTOR'S possession relating to COMPANY'S business.

CONTRACTOR acknowledges that any breach or threatened breach of this Clause will result in irreparable harm to COMPANY for which damages would be an inadequate remedy. Therefore, COMPANY shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this Clause. Such equitable relief shall be in addition to COMPANY'S rights and remedies otherwise available at law.

10. Term of Agreement

This Agreement will become effective when signed by both parties.

11. Duration and Termination of the Agreement

Either party may terminate this Agreement at any time by giving a ten days' written notice to the other party. With reasonable cause, either COMPANY or CONTRACTOR may terminate this Agreement, effective immediately upon giving a written notice. Reasonable cause includes: a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

If CONTRACTOR terminates this Agreement, for any reason, or fails to provide the requisite ten (10) day termination notice, CONTRACTOR acknowledges that the COMPANY may seek damages compensation under this Agreement for breach of contract against CONTRACTOR.

12. Exclusive Agreement

This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

13. Applicable Laws

This Agreement shall be governed by the laws of the State of New York, both as to interpretation and performance. Should any portion of this Agreement be found to be unlawful or unenforceable, the remainder of this Agreement shall survive in full force and effect. This Agreement, on the effective date hereof, cancels and supersedes in its entirety any prior Agreement between COMPANY and CONTRACTOR, regardless of the date.

RECOVERY POLICY:

- 1) If your truck breaks when you are under the Company's load you should call the Dispatch and notify on that immediately.
- 2) If your truck is broken we need to find another one to deliver the freight.
- 3) Compensation:
 - a) The driver who makes the recovery shall be paid the amount he requires to deliver that cargo.
 - b) The driver whose truck was broken shall be paid the remainder from the whole rate per that load no matter what distance that driver had already made.
 - c) Other accessorial charges will be covered only as agreed by Company and only after Contractor provides legible copy of receipt.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I FULLY
ACCEPT AND UNDERSTAND ALL OF THE ABOVE REQUIREMENTS
OF AN INDEPENDENT CONTRACTOR FOR COMPANY.

COMPANY

TVM ROSSO LTD.

Sign _____

Print _____

Title _____

Date _____

CONTRACTOR

Sign _____

Print _____

Title _____

Date _____