

## DRIVER SERVICES AGREEMENT

This Agreement is entered as of \_\_\_\_\_, 2020, by and between **APRO TRANSPORT CO.** (referred to as "COMPANY"), an Illinois corporation whose business address is 7153 W Berwyn Ave Chicago IL 60656, and \_\_\_\_\_ ("DRIVER") whose address is \_\_\_\_\_.

COMPANY operates an interstate trucking business. It retains drivers to operate its equipment. COMPANY has Federal Motor Carrier Safety Administration authority in No. MC-935544. COMPANY's USDOT Number is 2800785.

DRIVER operates as:

- \_\_\_\_\_ a corporation; state: \_\_\_\_\_;  
\_\_\_\_\_ copy of articles of incorporation and Federal Employer's Identification Number confirmation attached
- \_\_\_\_\_ a limited liability company; state: \_\_\_\_\_  
\_\_\_\_\_ copy of articles of organization and Federal Employer's Identification Number confirmation attached
- a sole proprietorship; state: \_\_\_\_\_; copy of assumed name registration and Federal Employer's Identification Number confirmation attached.

DRIVER is a licensed driver who is qualified to operate COMPANY's equipment. COMPANY needs DRIVER's services, and DRIVER will provide services for COMPANY.

Therefore, in consideration of the promises made between them, COMPANY and DRIVER agree as follows.

1. SERVICES. COMPANY hires DRIVER to operate COMPANY's equipment to transport shipments that COMPANY asks DRIVER to transport. Nothing in this Agreement shall be construed as an agreement by COMPANY to furnish any specific volume or type of freight for transportation by DRIVER. COMPANY and DRIVER agree that DRIVER will work for the money agreed upon between COMPANY and DRIVER, as described in Appendix A. Appendix A may be amended from time to time, in writing, and as amended shall be incorporated into this Agreement.

2. PERFORMANCE OF DUTIES. DRIVER shall perform DRIVER's duties for COMPANY in a safe and competent manner. DRIVER shall comply strictly at all times with all laws, rules, regulations and ordinances which may be apply to DRIVER's service for COMPANY, including rules and regulations of the United States Department of Transportation.

3. RESPONSIBILITIES. The responsibilities of DRIVER and the responsibilities of COMPANY are described in Appendix B. Appendix B may be amended from time to time, in writing, and as amended shall be incorporated into this Agreement.

4. INDEPENDENT CONTRACTOR.

(a) It is understood and agreed to between the parties that DRIVER shall be an independent contractor, and that COMPANY shall not be considered the employer of DRIVER. DRIVER, as an independent contractor, shall determine the method, means and manner of performing its duties under this Agreement.

(b) DRIVER has been given an option and the right to perform services for COMPANY as a statutory employee. However, DRIVER has elected to operate as an independent contractor and to assume the obligations in this Agreement as an independent contractor, and not as an employee.

(c) DRIVER agrees to pay any and all social security, unemployment, workers' compensation insurance premiums, income and other federal, state or local taxes and fees which may be assessed, demanded from, or levied against DRIVER, and DRIVER agrees to defend, indemnify and hold COMPANY harmless from and against any assessment, levy or demand for payment of those taxes or assessments.

(d) DRIVER agrees that DRIVER does and will perform all services free from direction or control over the means and manner of providing those services, subject only to the right of COMPANY (for whom the services are provided) to specify the desired result and to require DRIVER to comply with the terms of this Agreement.

#### 5. PROTECTION AND CARE OF EQUIPMENT.

(a) DRIVER agrees to keep COMPANY's equipment in good and safe condition and in working order. DRIVER shall inspect and operate COMPANY's equipment as required by law and by the rules and regulations of the United States Department of Transportation, and any other laws, rules or regulations that may apply, and in accordance with COMPANY's rules and policies.

(b) DRIVER agrees to be responsible for and shall reimburse COMPANY for any damage to COMPANY's equipment which may be damaged, lost or destroyed while in the possession of DRIVER, when such damage, loss or destruction are caused or contributed to by DRIVER.

(c) DRIVER may not use COMPANY's equipment for any purpose other than for COMPANY's business.

#### 6. CONFIDENTIALITY/NON-SOLICITATION.

DRIVER agrees to keep confidential all of COMPANY's trade secrets and confidential information. These things are considered to be COMPANY's trade secrets or confidential information:

(a) The names and addresses of COMPANY's customers and suppliers, and any other information relating to those customers or suppliers, and any information about business COMPANY may have attempted to obtain;

(b) The commodities handled by COMPANY, and the origins, destinations, and volume of those commodities;

(c) Any and all of the methods or means by which COMPANY conducts its business, such as dispatch; hiring, training, compensating, disciplining, or discharging employees; office, accounting and operating procedures; methods of soliciting business; and billing and collection procedures; costs and expenses, such as wages, fuel, taxes, licenses, fines, repair and maintenance costs, financing costs and

expenses, professional service fees, or any other similar or related costs, expenses or fees;

(d) Any other information which COMPANY tells DRIVER is confidential, or which DRIVER should reasonably assume is confidential.

COMPANY agrees that DRIVER will not be to keep confidential any information which is public knowledge, unless that information became public knowledge through DRIVER's acts or omissions. DRIVER also agrees not to directly or indirectly solicit and/or perform any services for compensation for any shipper, broker, or customer of COMPANY for a period of 1 year following termination of this Agreement.

7. TERMINATION. Either party may terminate this Agreement and DRIVER's relationship with COMPANY at any time with 14 days' notice, for any reason, unless termination violates a federal or state law. Immediately upon termination of this Agreement, DRIVER shall return to COMPANY all permits, licenses, documents, forms, manuals, equipment and other property of COMPANY.

8. COMPLIANCE WITH LAWS.

(a) This Agreement and DRIVER's services are subject to any lawful orders of any governmental body affecting DRIVER or COMPANY, and to valid and applicable federal, state and local laws and valid and applicable orders, rules, and regulations of any federal, state, or local authority having jurisdiction. Nothing in this Agreement shall be construed as a waiver of any right to question or contest any such order, law, rule or regulation in any forum having jurisdiction over the subject matter of this Agreement. If any part of this Agreement is declared invalid, the remainder of this Agreement shall remain in effect.

(b) If DRIVER receives any citations for violation of any laws, DRIVER will pay all fines, and, in addition, will pay COMPANY a penalty of \$100.00 per violation. This is because violations are reported to the Department of Transportation and are counted against COMPANY's safety record for insurance purposes. Additional allowable deductions are listed in Appendix C of this Agreement

9. TRAINING EXPENSES. COMPANY has and will invest a substantial amount of money in training DRIVER and in qualifying DRIVER to drive for COMPANY. In consideration of those training and qualifying costs, DRIVER agrees to reimburse COMPANY the sum of \$1,000.00 for those training costs. For every complete and consecutive month that DRIVER remains in the service of COMPANY, COMPANY will waive \$100.00 of those training and qualification costs. If DRIVER resigns before the end of one year of services to COMPANY, then all of the remaining unreimbursed training and qualification costs. If DRIVER is terminated for a breach of this Agreement, DRIVER owes COMPANY all of the remaining unreimbursed training and qualification costs.

10. NOTICES. All notices required by this Agreement and all documents and other items required to be sent to either party shall be sent via certified mail, return receipt requested, or by receipted express courier service, overnight delivery requested, to the addresses shown for each party above.

11. GENERAL TERMS.

(a) This Agreement, which contains the entire agreement of the parties, may be altered only by an amendment signed by the authorized representative of both parties.

(b) This Agreement and the operations under it shall be subject to any lawful orders of any governmental body affecting the operations of the parties, and to valid and applicable federal, state and local laws and valid and applicable orders, rules, and regulations of any federal, state, or local authority having jurisdiction. However, nothing in this Agreement shall be construed as a waiver of any right to question or contest any such order, law, rule or regulation in any forum having jurisdiction over the subject matter of this Agreement.

(c) If it becomes necessary for either party to modify its performance under this Agreement to comply with additional valid laws, orders, rules or regulations of any federal, state or local authority having jurisdiction, that compliance shall not be considered a breach of this Agreement, and this Agreement shall continue in full force and effect; provided, however, that the party that is required to comply with any additional orders, laws, rules, or regulations may modify its performance under the terms of this Agreement only to the extent required to comply with those laws, orders, rules or regulations.

(d) If any part of this Agreement is declared invalid, the remainder of this Agreement shall remain in full force and effect.

(e) The waiver by either party to this Agreement of a breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach of that term or as a waiver of any other term of this Agreement.

(f) The parties agree that they will execute all further documents and take all other actions as may be necessary to assure satisfactory performance of the terms of this Agreement.

(g) This Agreement is the product of mutual negotiation and drafting, and no Party will be considered the author or drafter of this Agreement for purposes of construction. Accordingly, this Agreement will not be construed against any Party on the grounds that such Party drafted this Agreement.

(h) Each Party acknowledges that it has had the opportunity to retain counsel of its own choosing concerning this Agreement; that it has read and fully understands the terms of this Agreement and/or has had the opportunity to have it reviewed, translated and approved by legal counsel of choice, with adequate opportunity and time for such review; that this Agreement has been the result of substantial negotiations; and that each Party is fully aware of its contents and of its legal effects. Each Party acknowledges that, except as expressly set forth in this Agreement, no representations of any kind or character have been made to induce its execution.

12. ASSIGNMENT. Neither party may assign this Agreement without the prior, written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon the heirs, successors and assigns of the parties to it.

13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Any dispute or claim brought by either party to enforce the terms of this Agreement must be brought in the Circuit Court of Cook County, Illinois.

The parties witness this Agreement by their signatures below.

APRO TRANSPORT CO.  
("COMPANY"):

\_\_\_\_\_

("DRIVER"):

\_\_\_\_\_  
Signature and date

\_\_\_\_\_

Signature and date

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_

Printed name and title

7153 W Berwyn Ave  
Chicago, IL 60656

\_\_\_\_\_  
\_\_\_\_\_

FEIN: \_\_\_\_\_

FEIN/SS: \_\_\_\_\_

APPENDIX A - PAYMENTS

(A) COMPANY agrees to pay DRIVER the following:

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APRO TRANSPORT CO.  
("COMPANY"):

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Printed name and title

7153 W Berwyn Ave  
Chicago IL 60656

FEIN: \_\_\_\_\_

\_\_\_\_\_  
("DRIVER"):

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Printed name and title

FEIN/SS: \_\_\_\_\_

## APPENDIX B - RESPONSIBILITIES

### DRIVER'S RESPONSIBILITIES:

- (a) DRIVER must pass a DOT physical and DOT controlled substance and alcohol tests.
- (b) DRIVER must have a valid commercial driver's license (CDL).
- (c) DRIVER must call dispatcher when loading or unloading and call the shipper or broker to obtain pickup number and directions of requested by COMPANY.
- (d) DRIVER'S logbooks must be filled out accurately, legibly, and neatly, and in compliance with USDOT regulations. COMPANY may withhold payment to driver until DRIVER provides complete, accurate logs to COMPANY. Falsification of logs is grounds for immediate termination of this Agreement, and COMPANY may refuse to compensate DRIVER for any trips covered by false logs.
- (e) Unless otherwise agreed between COMPANY and DRIVER, DRIVER shall be responsible for loading and unloading each shipment. DRIVER shall inspect each shipment prior to transportation and shall make sure that the shipment is properly loaded, blocked and braced for transportation before signing for pickup.
- (f) Cargo Claims and Accidents. DRIVER will be responsible for the payment of any and all cargo claims related to loads transported by DRIVER for COMPANY. When picking up a load, driver must secure it with load bars, lock bars, straps or other devices needed to adequately and legally the load. When driver is being unloaded, driver must look inside the trailer, to make sure there are no damages and no pallets or freight left inside the trailer. Driver may not accept a load if it is damaged. Driver must Immediately call COMPANY's dispatcher if any damage is discovered before loading. If shipper does not allow DRIVER to be on the dock at the time of loading, DRIVER must write "SLC" SHIPPER LOAD AND COUNT on the bill of lading. DRIVER must write "SEAL INTACT" and must check the seal in the event that DRIVER receives a sealed trailer from the shipper.
- (g) Vehicle and trailer Inspection Reports must be completed and turned in every week together with DRIVER's weekly report. DRIVER must list the truck and trailer number on the report and provide the date when DRIVER started driving the truck when DRIVER used the trailer.
- (h) If DRIVER is cited by DOT for the illegal use of a cell phone, DRIVER agrees to be responsible for the payment of the fine issued by DOT and a payment of a \$500 fine to COMPANY.
- (i) DRIVER shall notify COMPANY immediately by telephone prior to completion of a pick-up or delivery, if the cargo being picked up or delivered is damaged or is not in suitable condition for transportation. DRIVER shall also note on the bill of lading at the time of receipt of that bill of lading that the commodities are not in good condition or that the quantity or type of goods listed on the bill of lading are not tendered for pick-up or delivery.

(j) DRIVER will not request or obtain any credit or extension of credit extension in COMPANY's name unless authorized to do so, in writing, by COMPANY.

(k) After each trip for COMPANY or at the end of each day, DRIVER shall turn in to COMPANY the DRIVER's daily report, all bills of lading, delivery receipts, driver's logs, equipment inspection reports, detention forms, fuel receipts, repair tickets or receipts, and any other documents which COMPANY requires DRIVER to submit.

(l) If DRIVER is unable to complete delivery of a shipment because of breakdown of equipment or for any other reasons, DRIVER shall immediately notify COMPANY, and DRIVER will assist COMPANY in getting that shipment delivered.

(m) DRIVER shall immediately report any accident to COMPANY involving operations under this Agreement. That report shall include DRIVER's written report of the accident, in compliance with regulations of the Federal Motor Carrier Safety Administration and any other agency with jurisdiction or as otherwise required by law.

COMPANY'S RESPONSIBILITIES:

(a) COMPANY will pay all federal and state registrations that may be required.

(b) COMPANY will pay lumpers when COMPANY approves payment in advance and DRIVER provides a written receipt.

(c) COMPANY will provide all insurance required by law.


(d) COMPANY will maintain the equipment in good condition suitable for driving.

The parties agree to this statement of responsibilities as indicated by their signatures below.


APRO TRANSPORT CO.  
("COMPANY"):

  
("DRIVER"):

\_\_\_\_\_  
Signature and date

  
Signature and date

\_\_\_\_\_  
Printed name and title

  
Printed name and title

7153 W Berwyn Ave  
Chicago IL 60656

FEIN: \_\_\_\_\_

FEIN/SS: 