**DRIVER – SHIPPER JOB AGREEMENT**

This agreement is made and entered into on Choose an item. Choose an item., 2020, by and between **SHIPPER NAME** (“Shipper”) and **DRIVER NAME** (“Driver”).

WHEREAS, Shipper posted their need for a driver to deliver a shipment (a “Job”) on an online platform to receive bids from drivers willing to deliver Shipper’s Job;

WHEREAS, Driver placed a bid on Shipper’s Job posting as an offer to deliver the Job for Shipper at a set price and Shipper accepted Driver’s bid;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Payment.** Shipper agrees to pay Driver in accordance with the terms and conditions of the applicable online platform. The dollar amount identified on the Shipper’s Job posting within the applicable online platform is the full amount owed to Driver from Shipper. Shipper is not responsible for expenses related to the operation and/or maintenance of the motor vehicle used by Driver or any other costs associated with performance by Driver under this Agreement.

The timing of payment shall be subject to the terms and conditions of the applicable online platform.

1. **Locations.** Driver will pick up the Job from Shipper at  on Choose an item. Choose an item., 2020, at a time to be decided between the parties. The Driver will then proceed to drop the Job off at .
2. **Term.** The term of this Agreement shall commence on the date Shipper tenders to Driver a Job to be transported by Driver and shall remain in force and effect until the Driver has completed the Job in accordance with the Job details agreed upon between Shipper and Driver.

The date for Job pick-up will be the date agreed upon by the Driver and Shipper prior to Shipper accepting Driver’s bid. If a date was not previously agreed upon, the date listed in Shipper’s Job posting shall apply.

1. **Driver Representations.** Driver represents and warrants that he/she is duly and legally qualified to provide all services contemplated and agreed upon between Driver and Shipper. Driver agrees to cooperate with Shipper and maintain open communication to keep Shipper apprised of Driver’s status and progress in completing the Job as agreed upon.
2. **Shipper Representations.** Shipper represents and warrants that the contents of the Job do not deviate from the Job description posted on the platform, as accepted by Driver, and that the Job does not contain anything that would violate any applicable law or regulation. Shipper agrees to cooperate with Driver and maintain open communication to assist Driver in completing the Job as agreed upon.
3. **Insurance.** Driver shall procure and maintain auto liability insurance to the extent necessary to adequately cover Driver’s performance under this Agreement, including operating a motor vehicle, in at least the minimum amounts required by applicable federal or state laws and regulations.
4. **Contractor Status.** Driver functions as an independent entity, and not as a carrier, in selling, negotiating, providing, or arranging for transportation by motor carrier and other modes for compensation. Driver is performing the services contemplated herein as an independent contractor and not as an employee or agent of Shipper. Driver shall have exclusive control and direction of the performance of the services hereunder.
5. **Loss or Damage Claims.** The parties agree that in the event Shipper determines it has a claim for loss or damage of a Job’s contents, Driver will be liable to Shipper for such loss or damage occurring while in the possession of or under the control of Driver, or relating to or arising our of Driver’s negligent performance of or failure to properly perform the services hereunder. Driver will immediately report lost or damaged Job(s) to Shipper. Driver agrees to cooperate fully with Shipper with respect to any loss or damage claims of Shipper.
6. **Force Majeure.** If either party is prevented from performing any of its obligations hereunder by reason of fire, flood, windstorm, other act of God, act of government, the failure of the other party, or any other unforeseen cause beyond the control of such party, it shall be excused from performing the obligation it is so prevented from performing during the pendency of such event. Each party agrees to give the other party immediate oral notice of such an event, stating its course and probably duration, as soon as practical. Such party shall notify the other party immediately upon termination of such event.

IN WITHNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first set forth above.

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| **DRIVER** | **SHIPPER** |
| Signature | Signature |
|  |  |
| Name | Name |
|  |  |
| Phone | Phone |
|  |  |
| Email | Email |

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