

Roadside Plus, LLC

Independent Contractor Agreement

This independent contractor agreement is made and entered into as of this _____ day of _____ 20___. By and between Roadside Plus, LLC an Alabama Limited Liability Corporation, and _____ (“Contractor”).

WHEREAS, Roadside Plus, LLC is in the business of providing Roadside Assistance and Transport services and desires to engage Contractor and Contractor desires to be engaged by Roadside Plus, LLC, as an independent contractor, to service Roadside Plus, LLC’s clients.

NOW THEREFORE, in consideration of the mutual agreement set forth in this Agreement, the receipt and adequacy of which are hereby acknowledged Roadside Plus, LLC and Contractor hereby agree as follows:

1. ENGAGEMENT OF Contractor: During the term of this agreement Roadside Plus, LLC shall retain Contractor to perform tow and/or minor roadside services Roadside Plus, LLC’s clients in a vehicle owned by the Contractor, on an “as needed” basis upon the terms and conditions set forth in the Agreement. All services under this Agreement will be rendered by Contractor as an independent contractor and Contractor shall not be considered an employee, partner or agent of Roadside Plus, LLC. Additionally all services under this Agreement will be rendered by Contractor as an independent contractor and are not covered by federal or state unemployment compensation laws. Contractor is responsible for all estimated social security, state, and federal tax which could be higher than in an employee relationship with Roadside Plus, LLC.

2. INSURANCE COVERAGE: Contractor agrees to obtain and keep in force at all times (at Contractor’s sole cost and expense) a policy(ies) of Commercial/Auto Liability, to cover all costs, losses and expenses arising from operation of the equipment while it is in operation in amounts not less than:

- a. \$300,000.00 Commercial General Liability
- b. \$300,000.00 Commercial Auto Liability

Contractor shall provide Roadside Plus, LLC certificate (s) of insurance evidencing above coverage is for Business/Commercial purposes. Further, Contractor shall on request, submit for inspection by Roadside Plus, LLC any of such policies. Roadside Plus, LLC may also purchase commercial automobile liability insurance for the benefit of Contractor, in which event Roadside Plus, LLC shall charge providing his or her own Workers’ Compensation coverage and holds harmless Roadside Plus, LLC from any such claim.

If Contractor does not have a Business/Commercial insurance policy, then Roadside Plus, LLC will offer one to you at the low negotiated rate of \$5 per service call as long as Contractor has a personal auto policy with at least 100/300/50 limits. If Contractor has lower limits but is still meeting local and federal requirements, the insurance deduction will be \$400 down and \$200 per month. To obtain this coverage Contractor will need to fill out the form of the state(s) you operate in. If Contractor has their own policy they may provide Roadside Plus, LLC with a certificate of insurance naming Roadside Plus, LLC an Additional Insured and Contractor will be waived from the insurance deduction.

Answers to frequently asked questions:

1. This insurance is third party liability to cover you as a driver while providing contractual services for Roadside Plus, LLC
2. This Commercial Auto Policy will cover physical damage to your vehicle while you are under contract assignment for Roadside Plus, LLC
3. You should not cancel your own coverage as this policy only provides coverage when you are under contract for Roadside Plus, LLC.. Your personal insurance will also not offer you a discount on your existing policy.
4. This insurance is only good while you are working under contract assignment for Roadside Plus, LLC.

3. PERMITTED PASSENGERS: Except for Roadside Plus, LLC's named Passenger, whose identity shall be referenced in a Text or e-mail confirmation provided by Roadside Plus, LLC to Contractor in connection with the service requestt, no other passengers shall be permitted to ride in Contractor's vehicle while Contractor is performing services under this Agreement. Furthermore, no minor shall be permitted in Contractor's vehicle while Contractor is performing any services under this Agreement unless Contractor obtains written approval in advance from Roadside Plus, LLC. Contractor further agrees to indemnify and defend Roadside Plus, LLC from and against any claims or damages arising out of any breach of this paragraph and/or any breach of this Agreement.

4. REPORTING OF ACCIDENTS: In the event of an accident during Contractor's performance of services under this Agreement, Contractor shall immediately notify Roadside Plus, LLC via telephone and report the accident verbally to Roadside Plus, LLC. Thereafter, Contractor shall provide a written report to Roadside Plus, LLC documenting the accident and including a copy of the police report and any other written accident reports.

5. DRIVER ELIGIBILITY: Contractor shall meet all of the below driver eligibility requirements:

1. A minimum age of twenty-five (25) years.
2. Possession of a valid driver's license for the type of vehicle to be operated, issued by the resident state of the driver.
3. No record of a citation or conviction for the violations listed below during the sixty (60) consecutive months (five years) prior to the date of engagement:
 - a. Driving under the influence of alcohol or drugs.
 - b. Refusal to submit to a test of intoxication or impairment requested by a law enforcement officer.
 - c. Operating a motor vehicle, which contains alcoholic beverages in open containers contrary to law.
 - d. Being charged with a homicide resulting from the unlawful or negligent operation of a motor vehicle.
 - e. Operating a motor vehicle while the driver's licenses was suspended, cancelled or expired.
 - f. Failing to stop or remain at the scene of an accident.
 - g. Driving a motor vehicle in a speed exhibition, contest or drag race.
 - h. Use of a motor vehicle in the commission of a felony.
 - i. Dangerous or careless operation of a motor vehicle, whether causing harm to another person or not.
 - j. Operating a motor vehicle without the permission of the owner.

- k. Fleeing or attempting to flee a law enforcement officer.
4. No record of involvement in an at fault traffic accident resulting in a person's death or bodily injury.
5. No record of involvement in more than two (2) at fault traffic accidents and two (2) moving violations in any vehicle in the sixty (60) consecutive months prior to the date of engagement.
6. No record of involvement in more than one (1) at fault traffic accident and three (3) moving violations in any vehicle in the sixty (60) consecutive months prior to the date of engagement.
7. No record of conviction for more than four (4) motor vehicle moving violations in any vehicle in the sixty (60) consecutive months prior to the date of engagement.
8. Completion of a suitable contractor/driver information sheet.
9. Evidence of a valid driver's license

6. RATES & INVOICING: Contractor shall meet all of the below requirements for the ride to be paid:

1. Roadside Plus, LLC clients are to be treated with the respect and patience they deserve, regardless of their disposition
2. Contractor is to notify the Coordinator of any accidents or traffic violations immediately.
3. Contractor is to notify the Coordinator of any vehicle problems that could prevent a future services rendered.
4. Completed Assignments will be paid out every week on a Monday either by direct deposit or a paper check.
5. Completed Assignments must be logged by EMAIL AND OR ELECTRONIC DISPATCH SUBMISSIONS.
6. Standard pay are as follows:

As determined by Roadside Plus LLC upon onboarding

Minor roadside assistance includes: Fuel delivery, Jump start, tire change, lock outs, battery install, light mobile mechanic

These pay rates will be paid out weekly once invoices have been submitted to and approved by the payment vendor on record. Pay schedules are on Mondays for the previous week payments approved by/received from the vendors.

Rates are valid for the duration of the contract and can be revisited yearly for updates according to the contract with the payment vendor on record. The contract and rates are valid until either party chooses to terminate the agreement. 60 Days notice is required by the contractor, 2weeks notice is required by Roadside Plus LLC unless there is a contractual breach, of which the company is able to terminate the contract at will without notice.

8. The following items are subject to a fine which start at \$10 and go up to the full cost of the service call IE. Late for a service call up time (30-45min **Roadside** or 60-90min **TOW**), backing out last minute for a trip, allowing an unauthorized passenger, not having or not using a GPS device during the service call, vehicle not meeting Roadside Plus, LLC requirements past credentialing, vehicle containing a smoke smell or otherwise offensive odor, having inappropriate or unapproved conversation with the passenger as outlined in item 14 below, deviating from the manifest in any way such as taking the passenger to an address

without approval, transporting a Roadside Plus, LLC client without Roadside Plus, LLC knowledge, leaving the premises without providing service without authorization, and excessive vehicle failures which prevent successful service calls.

9. In the event that you are unable to complete your service call and we have no other options. In these instances you will be responsible for the full cost of the service call.

10. Expenses incurred during the normal course of business such as parking or tolls should be avoided. However, if they are unavoidable then they are reimbursable with prior Coordinator approval and submitted via email with passenger name, date, amount to reimburse and receipt within 24 hours of the ride ending.

11. Contractor is to never attempt to offer any legal advice, pertaining to their situation or otherwise.

12. Contractor is to never attempt to solicit rides while under contract with Roadside Plus, LLC where the client hires you directly as opposed to going through Roadside Plus, LLC.

13. Contractor is to keep the conversations with all Roadside Plus clients very trivial, and be sure not to discuss any personal topics that might make your passenger uncomfortable such as discussing their injury, political discussions, or religious discussions.

14. Failure to meet any of these requirements can result in termination of operator agreement.

7. VEHICLE:

1. No texting while driving
2. Vehicle is to remain neat with no evidence of trash or unnecessary obstacles
3. No smoking or smoke smell in your vehicle at any time
4. Vehicle must be a 4 door minivan, sedan, SUV, truck or pickup, flatbed or similar for tow and storage.
5. Vehicle must have no vehicle modifications or body damage, but have Roadside Plus LLC decal at all times
6. Vehicle must be less than 15 years old.
7. Contractor is to obey all traffic laws including speed limits and complete stops at traffic and red lights. Defensive driving should be practiced at all times.
8. Contractor is to adhere to all county and state regulations as they relate to licensing and credentialing requirements for drivers in addition to the licensing & credentialing conducted by ROADSIDE PLUS, LLC Transport.
9. Contractor is to notify management regarding any changes to your current insurance policy before those changes take place.

8. MISCELLANEOUS:

1. Contractor is to dress in a professional manner
2. Contractor is to present Roadside Plus LLC via decals on the vehicles
3. Contractor to present Roadside Plus LLC Card at beginning of service call
4. Contractor to take photo of vehicle rear and VIN# to be sent to dispatch at the end of service call

I have read and understand the terms of this agreement and hereby affirm that I will adhere to them.

Roadside Plus, LLC

Contractor- Please fill out this side

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Print Title: ___ Managing Member _____

Print Title: _ Independent Contractor/ Driver _

Date: _____

Date: _____