



This Truck Driver Independent Contractor Agreement, hereinafter referred to as "the Agreement," is entered into and made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the following parties: JEA Enterprises, a limited liability company, Doing Business As JEA Enterprises, organized under the laws of the state of Maryland, having a primary location as follows:

2923 Indiansummer Ct

Abingdon, MD 21009

Email: [contact@jeaenterprises.com](mailto:contact@jeaenterprises.com)

And

\_\_\_\_\_, having a primary address at the following:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Hereinafter, "Company" will refer to and be used to describe the following party: JEA Enterprises. "Driver" will refer to and be used to describe the following party:

\_\_\_\_\_  
The Company and Driver may be referred to individually as "Party" and collectively as the "Parties."



**RECITALS:**

*WHEREAS the Company provides materials and other general freight transportation services, and the Driver desires to be contracted by the Company to perform such services as outlined more specifically herein; and WHEREAS Contractor has the skills, qualifications, and expertise required to provide the Services to the Company; WHEREAS Contractor wishes to render such Services to the Company.*

WHEREAS this Agreement is intended to outline the terms and conditions applicable to the service aspects of such between the Parties.

*NOW, therefore, in consideration of the promises and the mutual covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

**DESCRIPTION OF SERVICES** The Company provides over-the-road, interstate, and local non Hazardous materials commercial transportation services, by straight box trucks (the "Services").

**1. WORK HOURS**

The Driver shall unequivocally abide by all Company, federal, state, and/or local laws, regulations, and/or guidelines including, but not limited to, driving and rest hours, safety, handling of goods and general freight, logbook maintenance, and other laws, regulations, and/or guidelines which the Company or other government agency may impose. The Driver affirms that he/she has a current and valid Class C Driver's License. The Driver, with directions and instructions from the Company, can control and direct the means, manner, and method by which the Services required by this Agreement will be performed. The Driver shall have limited ability to select the routes taken, starting and quitting times, days of work, and the order in which the work is performed. The manager has discretionary rights to override any workdays, schedules, routes, and starting or quitting times if such routes are not in the Company's interest, jeopardize safety, or are not compliant with the Company policies or procedures or violate governing laws and rules, and or regulations.



## 2. DRIVER HEALTH

By signing and entering into this Agreement with the Company, the Driver affirms that any and all required medical examinations are current and shall provide a copy of the most recent examination to the Company within five (5) business days of signing this Agreement. If such examination paperwork is not produced, it may lead to termination of the contract. In the future, the Driver shall sign a medical release form with the appropriate medical facility to provide a copy of the medical examination to the Company each time it is performed in connection with driving privileges. The Company affirms it shall comply with applicable federal and state laws regarding the privacy and maintenance of medical information in accordance with Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) that was mandated by the Health Insurance Portability & Accountability Act of 1996 (HIPAA) (Public Law 104-191).

## 3. MAINTENANCE

The Driver acknowledges that the Company owns the vehicle driven, the Company shall be responsible for all vehicle fees and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; and company cell phone expenses; Driver compensation, and vehicle expenses, and other expenses. Company shall be responsible for all vehicle maintenance and repair costs, either directly or through reimbursement to the Driver, assuming that the Driver has properly driven and taken care of the vehicle while performing the Services. If it is discovered that the Driver was negligent or treated the vehicle with wanton disregard, then the Agreement is immediately terminated for cause, as defined herein. The Driver will be responsible for immediately returning any reimbursed funds to the Company and be liable for all negligent damages and any wanton disregard or other damages that are legally the Driver's fault. The Company shall reimburse the Driver within thirty (30) days after receipt of an itemized statement for expenses that are attributable directly to the services performed under this Agreement.



#### 4. **TERMINATION**

The Parties acknowledge and agree that the Driver is an Independent Contractor and shall not be deemed the Company's employee. The Parties agree to provide fourteen (14) days' notice of intent to terminate this Agreement (or pay in lieu of such notice, but at a minimum of twenty four (72) hours' notice). Additionally, this Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days written notice to the defaulting Party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company, and the proceeding is not dismissed within sixty (60) days of commencement.

#### 5. **TERMINATION FOR CAUSE**

The Parties agree that immediate termination of this Agreement without any notice is possible on the following grounds:

0. Blatant disregard for safety and road rules and regulations;
1. Inconsistent or nonperformance of agreed-upon job responsibilities;
2. Dishonesty or lying to the Company;
3. Stealing;
4. Misuse or disregard of the Company-provided equipment or materials;
5. Unapproved passengers;
6. Failure to pass a drug test;
7. Consumption of alcohol while on duty;
8. Alcohol consumption within such time of beginning the Services that the Driver's decision-making abilities or cognitive skills are impaired;
9. Illicit or illegal drug use.

#### 6. **BENEFITS**

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**Phone :**  
+13072843283 | 418335395

**Email :**  
contact@jeaenterprises.com

100 Bentley Hill Drive  
Reisterstown MD 21136



The Driver understands that the Company shall not provide employee pension, health benefits, vacation pay, sick pay, or other fringe benefits.

#### **7. UNEMPLOYMENT COMPENSATION**

The Company shall make no state or federal unemployment compensation payments on behalf of the Driver. The Driver will not be entitled to these benefits in connection with work or Services performed under this Agreement.

#### **8. WORKERS' COMPENSATION**

The Company shall not obtain workers' compensation insurance on behalf of the Driver.

#### **9. DRUG TEST**

The Driver shall pass a drug test as a condition of this Agreement. In addition, the Driver may be requested to take a random drug test based on applicable laws and regulations governing commercial driving and the Company's policies. If the Driver fails the drug test or fails to submit to a requested drug test, it shall be an immediate Termination for Cause, as defined herein.

#### **10. BACKGROUND CHECK and CRIMINAL RECORD**

A condition of this Agreement shall be a fully vetted and acceptable background check, along with any international, federal, state, and local searches deemed necessary. No driver shall have any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, theft or dishonesty, child abuse, sex trafficking, violence directed at children, crimes against an individual (i.e., battery or assault of any kind), and is not listed as a sex offender on either a federal or state-based registry. If such history is discovered after the start of this contract, it shall be grounds for immediate Termination for Cause, as defined herein.

#### **11. PROOF OF RIGHT TO WORK**



For purposes of federal immigration law, the Driver will be required to provide the Company with documentary evidence of identity and eligibility for employment in the United States. Such documentation must be provided to the Company within three (3) business days of the date of this contract so that such proof can be used for completion of a Form I-9 (Employment Eligibility Verification). If such documentation is not provided within three (3) business days, the Agreement may be terminated.

## **12. LICENSE AND INSURANCE**

The Company is licensed and approved for doing business in accordance with federal regulations and in the state, county, and/or city of the Services provided. The Company acknowledges and agrees that this information may be subject to verification by the Driver prior to the initiation of the Services. The Company shall cooperate fully in providing the Driver with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial trucking and general liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of Maryland and which have a rating of at least "A-" in the most current A.M. Best's Insurance Guide or such similar rating as may be reasonably expected. The Company will provide proof of insurance or a certificate of insurance that will be kept in the vehicle per regulatory compliance.

## **13. INDEMNIFICATION**

The Driver shall indemnify and hold the Company harmless from any loss or liability arising from performing Services under this Agreement.

## **14. TERM OF AGREEMENT**

This Agreement will become effective on the Effective Date after being signed by both parties and will terminate when the Company or Driver terminates this Agreement in accordance with Section 5.



#### **15. EXCLUSIVE AGREEMENT**

This is the entire Agreement between Contractor and Company.

#### **16. MODIFYING THE AGREEMENT**

This Agreement may be modified only in writing and signed by both parties.

#### **17. MEDIATION AND ARBITRATION**

Any dispute, claim, or controversy arising from or relating to this Agreement and/or attorney's fees must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in Bel Air, Maryland. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) Maryland law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in Bel Air, Maryland, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator's determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including, without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.

#### **18. Confidentiality**

Driver acknowledges that it will be necessary for the Company to disclose certain confidential and proprietary information to the Driver in order for the Driver to perform duties under this Agreement. Driver acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Company. Accordingly, Driver will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Company without the



Company's prior written permission except to the extent necessary to perform services on the Company's behalf.

Proprietary or confidential information includes:

The written, printed, graphic, or electronically recorded materials furnished by the Company for the Driver to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that the Company makes reasonable efforts to maintain the secrecy of; 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; Information belonging to customers and suppliers of the Company about whom the Driver gained knowledge as a result of the Driver's Services to the Company; and Other (if any): \_\_\_\_\_

Upon termination of Driver's Services to the Company, or at Company's request, the Driver shall deliver all materials to the Company in Driver's possession relating to the Company's business.

Driver acknowledges that any breach or threatened breach of Section 20 of this Agreement will result in irreparable harm to the Company for which damages would be an inadequate remedy. Therefore, the Company shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Section 20 of this Agreement. Such equitable relief shall be in addition to the Company's rights and remedies otherwise available at law.

#### **19. PROPRIETARY INFORMATION**

The product of all work performed under this Agreement ("Work Product"), including, without limitation, all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables will be the sole property of the Company. The Driver hereby assigns to the Company all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights





therein. Driver retains no right to use the Work Product and agrees not to challenge the validity of the Company's ownership in the Work Product.

Driver hereby assigns to the Company all right, title, and interest in any and all photographic images and videos or audio recordings made by the Company during the Driver's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

The Company will be entitled to use the Driver's name and/or likeness use in advertising and other materials.

#### **20. NO PARTNERSHIP**

This Agreement does not create a partnership relationship. Driver does not have authority to enter into contracts on the Company's behalf.

#### **21. ASSIGNMENT AND DELEGATION**

The Driver may not assign or subcontract any rights or delegate any of its duties under this Agreement without the Company's prior written approval.

#### **22. ATTACHMENTS**

There are no additional attachments or addendums to this Agreement of the current date signed.

#### **23. APPLICABLE LAW**

This Agreement shall be construed and governed by the law of the state of Maryland without regard to principles of conflicts of law.

#### **24. MISCELLANEOUS**

- a.** No Waiver. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.



- b.** Severability. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
  
- c.** Entire Agreement; Amendments. This Agreement has been freely negotiated and contains the complete understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written Agreement between the Parties.
  
- d.** Headings. The headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
  
- e.** Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, all of which together shall constitute one and the same Agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.



WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.

**27. SIGNATURE AREA**

“DRIVER”

\_\_\_\_\_  
Signature of Driver

\_\_\_\_\_  
Driver’s Name

“COMPANY”

JEA, LLC D.B.A JEA Enterprises

\_\_\_\_\_  
Signature of Authorized

Representative