



## **DRIVER**

### **INTAKE/ORIENTATION**

### **CONTRACT**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **DELTA DRIVING FORCE**, hereinafter referred to as "**Delta**" and \_\_\_\_\_, hereinafter referred to as "**IC**".

Whereas **Delta** is acting as agents to provide support services including IC placement for various transport companies, hereinafter referred to as "**Company(s)**" and **IC** is desirous of availing himself/herself of Delta services, it is therefore agreed as under:

**IC** will work for the Company(s) whose name and address will be added to this contract as Addendum "**A**" and will form an essential part of this agreement.

1. **IC** will work as an independent contractor for the Company(s) and will not at any time have an employee/employer relationship with **Delta**. As such he/she will hold **Delta** harmless against any liability claims of loss, damage or injury resulting directly or indirectly from his/her action/actions, the action/actions of the Company(s) or any third party action/actions, which whether reported or not reported, or failure to act/perform the assigned duties/responsibilities.
2. **IC** will be bound by the rules/regulations of the **Company(s)** he/she is working with and might have to sign a separate binding contract with each such **Company(s)**.
3. **Delta** will pay a contractual rate of **25%** to **IC** for transportation services rendered. **IC** will operate **Delta** facilitated equipment to meet the needs and requirements of customers. Initial settlement will be paid two weeks after the initial week is completed, thereafter on a weekly basis.
4. All paperwork for the load has to be received by **Delta** daily and TMS App updated after each call. Failure to do so will result in NO pay.
5. All billable services provided to or on behalf of IC will have a surcharge of \$10.00 or 10% of each transaction, whichever is higher. All such charges will show as deductions on the settlement statement.
6. **Delta** will NOT be responsible for any type of insurance coverage, workman compensation etc., and **IC** may not be able to file for unemployment compensation at the time of layoff or separation. **Delta** will make no deductions for taxes. **IC** will be responsible for filing all federal, local and state taxes.
7. This contract is valid for a period of 12 months, renewable at the end of term.
8. This contract can be terminated on one week's notice from either party. In the

event of gross negligence by **IC**, **Delta** will have the right to terminate this agreement without any notice by showing proper cause in writing. **Delta's** determination in this regard shall be final.

9. Upon termination of this contract, **IC** will not work with the Company(s) for a period of six months. In the event he/she desires to do so, he/she will pay 10% of his/her gross settlement to **Delta** for six months as penalty for breach of this contract.
10. **IC** will escrow **\$5,000** for the faithful performance of this contract. In case **IC** is unable to post that amount at the time of signing this contract, the escrow will be deducted by **Delta** from his/her weekly settlements in easy installments of **\$50.00** weekly until it reaches full amount. Escrow will be released after 90 days of contract termination.
11. All disputes or questions of interpretation will be settled through mediation. **Delta** and **IC** both agree not to sue each other until all avenues of mediation have failed.
12. Only the courts in Walton County, GA USA will have jurisdiction in the event of litigation.

This agreement signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I have fully **read** and **understood** the above contents of this contract.

**DELTA DRIVING FORCE**

P.O. BOX 251  
JERSEY, GA 30018

\_\_\_\_\_  
IC Name

\_\_\_\_\_  
IC Address  
\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Guarantor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Guarantor's Signature