

## BUSINESS INFORMATION

NAME OF DELIVERY SERVICE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

FEDERAL ID # OR SOCIAL SECURITY NO. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ DAY TIME PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ NIGHT TIME PHONE

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

TYPE OF BUSINESS

SOLE     
  PARTNERSHIP     
  CORP.     
  OTHER

MC# \_\_\_\_\_ DOT# \_\_\_\_\_ VEHICLE TYPE: CAR VAN TRUCK

### DRIVERS LICENSE INFORMATION FOR YOU AND YOUR DRIVERS

<u>DRIVER'S NAME</u>	<u>STATE</u>	<u>LICENSE NO.</u>	<u>TYPE</u>	<u>EXP. DATE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

HAVE YOU OR ANY OF YOUR DRIVERS EVER HAD THEIR DRIVING PRIVILEGE DENIED, SUSPENDED, OR REVOKED? YES  NO  (If "yes", give details on back side.)

### ACCIDENT RECORD FOR THE PAST THREE (3) YEARS FOR YOU AND YOUR DRIVERS

<u>DRIVER'S NAME</u>	<u>DATE OF ACCIDENT</u>	<u>NATURE OF ACCIDENT</u>
_____	_____	_____
_____	_____	_____

### TRAFFIC CONVICTIONS FOR THE PAST 3 YEARS FOR YOU AND YOUR DRIVERS

<u>DRIVER'S NAME</u>	<u>LOCATION (CITY,STATE)</u>	<u>DATE</u>	<u>CHARGE</u>	<u>PENALTY</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

HAVE YOU OR ANY OF YOUR DRIVERS EVER BEEN CONVICTED OF A FELONY OR FORFEITED COLLATERAL, OR ARE YOU NOW UNDER CHARGES FOR ANY OFFENSE AGAINST THE LAW? YES  NO  (If "yes", give details on back side.)

### INSURANCE INFORMATION

HAS ANY COMPANY EITHER CANCELED OR DECLINED INSURANCE FOR YOU DURING THE PAST FIVE YEARS? YES  NO  (If "yes", give details on back side.)

SIGNATURE OF INDEPENDENT CONTRACTOR: \_\_\_\_\_





# Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9  
OMB No 1615-0047  
Expires 07/31/2026

**START HERE:** Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the **Instructions**.

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in Section 1, or specify which acceptable documentation employees must present for Section 2 or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

**Section 1. Employee Information and Attestation:** Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State
Date of Birth (mm/dd/yyyy)		U.S. Social Security Number		Employee's Email Address		Employee's Telephone Number
<p>I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.</p>		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):				
		<input type="checkbox"/> 1. A citizen of the United States				
		<input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)				
		<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)				
<input type="checkbox"/> 4. A noncitizen (other than Item Numbers 2. and 3. above) authorized to work until (exp. date, if any)						
If you check Item Number 4., enter one of these:						
USCIS A-Number		OR	Form I-94 Admission Number		OR	Foreign Passport Number and Country of Issuance
Signature of Employee				Today's Date (mm/dd/yyyy)		

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the **Preparer and/or Translator Certification** on Page 3.

**Section 2. Employer Review and Verification:** Employers or their authorized representative must complete and sign Section 2 within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

	List A	OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)	<b>Additional Information</b>				
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)	<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.				
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.			First Day of Employment (mm/dd/yyyy)		
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name			Employer's Business or Organization Address, City or Town, State, ZIP Code		

For reverification or rehire, complete Supplement B, **Reverification and Rehire** on Page 4.

## LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

\* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:                             <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                                     <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:                             <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security                             <p style="margin-left: 20px;">For examples, see <a href="#">Section 7</a> and <a href="#">Section 13</a> of the M-274 on <a href="http://uscis.gov/i-9-central">uscis.gov/i-9-central</a>.</p> <p style="margin-left: 20px;">The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.</p> </li> </ol>
<p><b>Acceptable Receipts</b></p> <p>May be presented in lieu of a document listed above for a temporary period.</p> <p>For receipt validity dates, see the M-274.</p>				
<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>• Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	OR	<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List B document.</li> </ul>	AND	<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List C document.</li> </ul>

\*Refer to the Employment Authorization Extensions page on I-9 Central for more information.

### Occupational Accident Coverage Election Form

I, the undersigned as representative of the below entity with full authority to bind the company, hereby attest to being duly organized in the State of Florida as a sole proprietorship/ Corporation/LLC. I further attest to providing services on occasion to Comet Delivery Services ("Comet") pursuant to the Negotiated Independent Contractor Agreement in effect between my company and Comet, as well as offering these services generally within the industry and to other vendors.

Upon being advised of the Occupational Accident Coverage availability, having been given the appropriate literature, and with full affirmative knowledge that I am not an employee of COMET and cannot obtain any worker's compensation benefit whatsoever therefrom, I have elected the following: (mark ONLY one)

\_\_\_\_(initial) I have procured Worker's Compensation or Occupational Accident Insurance with (Name of Inc. Co.) \_\_\_\_\_

The policy number is \_\_\_\_\_

The policy expires \_\_\_\_\_ (please attach copy of declaration page).

(Consultation with your own insurance professional to determine the appropriate coverage is recommended.)

\_\_\_\_(initial) I am over the age of sixty-five, and based upon my social security, Medicare, and other benefits, I choose to opt out of obtaining Occupational Accident Coverage. I have consulted with insurance professionals and legal counsel before selecting this option and do so with full and complete knowledge of the legal implications of this choice.

\_\_\_\_(initial) I refuse to obtain any Occupational Accident Coverage despite knowing the risk of making this choice, including knowledge that any injury I sustain regardless of its relation to performing delivery services for the benefit of COMET or its customers, I will receive no compensation whatsoever of any kind from COMET for such injuries and am afforded no coverage through COMET. I have consulted with insurance professionals and legal counsel before selecting this option and do so with full and complete knowledge of the legal implications of this choice.

I further understand and agree not to pursue worker's compensation claims through or against COMET and will seek no recourse against COMET for any such claims. I further agree to indemnify and defend COMET for and from any Worker's Compensation issues, claims, disputes, or benefits sought by myself or anyone working for or with my company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business / Contractor

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title (i.e., Owner, Partner, etc.)

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Comet Delivery Services ("the Company") may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying.

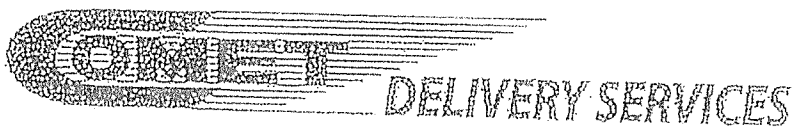
You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you, and disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report is an employment history or verification. These searches will be conducted by C-Net Technologies, 3513 SW H.K. Dodgen Loop, Suite 204, Temple, TX 76502, (877) 742-0005, www.cnettechnologies.com. The scope of this disclosure is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports throughout the course of your employment to the extent permitted by law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete the information below.  
BACKGROUND INFORMATION

Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_  
Other Names/Alias \_\_\_\_\_  
Social Security\* # \_\_\_\_\_ Date of Birth\* \_\_\_\_\_  
Driver's License # \_\_\_\_\_ State of Driver's License\*\* \_\_\_\_\_  
Present Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Former Employer \_\_\_\_\_ Position \_\_\_\_\_ Dates of Employment \_\_\_\_\_

\*This information will be used for background screening purposes only and will not be used as hiring criteria.



ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by {COMPANY NAME HERE}. (the "Company") at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by C-Net Technologies, 3513 SW H.K. Dodgen Loop, Suite 204, Temple, TX 76502, (877) 742-0005, www.cnettechnologies.com and/or {COMPANY NAME HERE}. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law

Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Minnesota and Oklahoma applicants only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

California applicants only: Under California Civil Code section 1786.22, you are entitled to find out what is in the CRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The CRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the CRA file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. CRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the CRAs.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the CRA require additional information concerning your employment and personal or family history in order to verify your identity. The CRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An CRA may require you to furnish a written statement granting permission to the CRA to discuss your file in such person's presence.

Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

FMCSA RULE BANNING USE OF HAND HELD CELL PHONES -- EFFECTIVE 1/3/12

You need to be aware of this rule. Following is a summary of the provisions:

- Prohibits interstate commercial trucks (over 10,000 lbs GVW) and bus drivers, as well as intrastate drivers carrying hazardous materials, from holding, dialing or reaching for a hand-held cell phone, as defined by the Federal Communications Commission, while driving. This includes all push-to-talk phones, but does not extend to citizens band radios, GPS or fleet management devices.
- Permits drivers to use hands-free devices, provided that the operation of that device entails pushing no more than one button and does not require the driver to look away from the road.
- Fines drivers up to \$2,750 for each violation of the rule. Drivers convicted of more than one violation in a three year period will be disqualified from commercial driving for 60 days. More than two violations in a three-year span will result in a 120-day disqualification.
- Makes employers liable for their drivers' actions while on duty, regardless of whether those actions are sanctioned by the company. Employers that permit or require drivers to use hand-held devices, or fail to prevent them from doing so, will face a maximum \$11,000 fine for each offense.
- Requires state transportation departments to include the new rules in their regulations by 2015 in order to qualify for funding via the Motor Carrier Safety Assistance Program. States also must set rules applying to intrastate drivers carrying nonhazardous materials.

Those of you who operate company owned/leased vehicles driven by employee drivers should be utilizing a driver safety manual. These manuals should be revised to reflect this rule. Whether you are using employee drivers or IC's you should formally notify your drivers of this rule. You can obtain formal notice forms from Scopellitis, Garvin, Light, Hanson & Feary for a \$200 flat fee. Contact Allison Smith at 317-637-1777 or [asmith@scopellitis.com](mailto:asmith@scopellitis.com). Mention that you are a client of Brightstone Insurance Services. By utilizing this notice form you will achieve the goals of providing ample formal notice to the drivers and it memorializes your commitment to compliance. Also, to the extent allowed by law, the employee driver form includes a reimbursement provision for situations where you incur a fine because of the driver's non-compliance. The IC form references the IC agreement indemnity language for situations where you incur a fine because of the IC's non-compliance.

\_\_\_\_\_  
I.C. Signature

\_\_\_\_\_  
Date



# COMET DELIVERY SERVICES

## INDEPENDENT CONTRACTOR AGREEMENT

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This Independent Contractor Agreement is made and entered into in Miami-Dade County, Florida, on \_\_\_\_\_, 20\_\_\_\_, between Miami Parcel Delivery Corp. d/b/a Comet Delivery Services ("COMET") as the first party and \_\_\_\_\_ ("CONTRACTOR"), utilizing EIN# \_\_\_\_-\_\_\_\_ as second party, hereinafter collectively referred to as "Parties". This Agreement shall be for the term of one year, and shall be automatically renewable upon its expiration, so long as neither of the Parties has elected termination as proscribed below.

### WITNESSETH:

COMET is engaged in the logistics industry and contracts with Clients in order to locate and facilitate the provision of delivery services by independent contractors. Requested logistics services sometimes include delivery of cargo, and COMET locates and qualifies contractors to perform such Delivery Services.

CONTRACTOR, as an ongoing, independent business operation, represents that it is and was prior to this contractual arrangement, in business providing Delivery Services. CONTRACTOR has solicited COMET seeking opportunity to provide Delivery Services. CONTRACTOR is concurrently or remains open to conducting similar tasks or activities for entities other than COMET and holds himself or herself out to the public to be a separate business entity.

COMET desires to engage the services of CONTRACTOR to perform certain tasks if and when they arise as set forth below. CONTRACTOR desires to enter into this Agreement and perform as an independent contractor pursuant to the terms and conditions set forth below. CONTRACTOR further represents and warrants that it knowingly and intentionally chooses to enter into this arrangement as an independent contractor and not as an employee.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

### A. STATUS OF INDEPENDENT CONTRACTOR

1. This Agreement does not constitute a hiring by either party. It is the parties intention that CONTRACTOR shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Fair Labor Standards Act, the provisions of the Internal Revenue Code, the Workers' Compensation Insurance Code, and/or other benefit payments and third party liability claims. CONTRACTOR shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership

or joint venture, and neither Party shall be liable for any obligations incurred by the other unless specifically authorized in writing. CONTRACTOR shall not act as an agent of COMET, ostensibly or otherwise, nor bind COMET in any manner, unless specifically authorized to do so in writing.

2. CONTRACTOR represents, acknowledges and agrees that it is an independent contractor and is not an employee of COMET. No provision of this Agreement shall be deemed to create an employment relationship between CONTRACTOR and COMET. CONTRACTOR expressly warrants and agrees that it will not hold itself out as, or otherwise represent to any person or entity that it is an employee of COMET. CONTRACTOR agrees to hold COMET harmless and to indemnify and defend COMET in full for any and all damages, claims, assessments, penalties, liabilities, charges, attorney's fees or other losses incurred during or following the term of this Agreement, which result from any assertion, claim, determination, or adjudication that CONTRACTOR is an employee of COMET, including, but not limited to, any claim, determination or adjudication made pursuant to the Internal Revenue Code, Federal Labor Law, Florida Unemployment Insurance Law, Florida Workers' Compensation Law, or any other federal, state or local wage, employment, insurance, labor and other laws, statutes, regulations and ordinances. CONTRACTOR further agrees to provide COMET with copies of any documents deemed necessary in support of these warranties.

## **B. TASKS, DUTIES, AND SCOPE OF WORK**

1. "Delivery Services" includes all services necessary or appropriate in the collection, handling and delivery of parcels, including, but not limited to, the following: (i) the collection of cargo at designated locations, the transporting of cargo, and the delivery of the cargo to consignees and/or designated carriers, (ii) the collection of signatures on designated paperwork including bills of lading and delivery receipts or via wireless device; (iii) the use of personnel and/or equipment in connection therewith.
2. CONTRACTOR may choose to accept the obligation to perform these tasks, such as Delivery Services, for its own benefit. CONTRACTOR may choose to decline any offered work, such as Delivery Services of its own accord.
3. This Agreement governs all services which CONTRACTOR may provide by COMET. It is the parties' intention that CONTRACTOR will use her/his own equipment, skill, and expertise in the independent exercise of her/his business judgment in the performance of the services governed by this Agreement.
4. CONTRACTOR's duties may include safely operating a vehicle on the public streets and highways of Miami Dade, Broward and Palm Beach Counties, and providing transportation of parcels, packages, cartons, or other items as designated by clients of COMET.
5. CONTRACTOR shall abide by all state, federal, and local laws in the performance of its duties and operate vehicles in a manner compliant with all such applicable laws.
6. CONTRACTOR must notify COMET of any citations of any kind against driver, within twenty-four (24) hours of the issuance of such citations.
7. CONTRACTOR shall at all times maintain a courteous, safe, friendly, and professional manner and demeanor in the completion of its tasks.

8. CONTRACTOR shall at all times professionally represent the itself to Clients of COMET, and shall refrain from any act, omission, or behavior of any type that could call into question the reputation or goodwill of COMET or its Clients. Failure to adhere to reasonable ethical and professional standards of conduct in servicing the Clients of COMET shall be grounds for immediate termination of this Agreement. Further, any violation of law, ordinance, or municipal code by CONTRACTOR shall similarly be grounds for immediate termination of this Agreement.
9. CONTRACTOR has full control of its means, method and manner of performing these duties.
10. CONTRACTOR shall refrain from causing any damage to the property of COMET, the property of Clients of COMET and the property of any and all others with whom CONTRACTOR comes into contact during the scope of these services.
11. During the term of this agreement, COMET may inform CONTRACTOR of a Client Engagement Opportunity (CEO). CONTRACTOR has the right to decline or accept such opportunities.
12. When CONTRACTOR accepts a CEO, CONTRACTOR is obligated to complete the engagement as requested, required, and directed by the Client. CONTRACTOR shall control and determine the means and manner of performance of CEOs.
13. CONTRACTOR's failure to perform up to the specifications of the engagement as provided by the Client may result in termination of this Agreement and/or a lack of availability of CEOs for that or other Clients in the future.
14. CONTRACTOR retains the right and ability to work and contract with logistics providers other than COMET any time it so chooses, and to generally hold itself out to the public as contractor available to perform similar or dissimilar work.
15. CONTRACTOR shall indemnify COMET from any and all fines, citations, parking citations, liens, toll fees, toll citations, or other debts incurred by CONTRACTOR in the performance of any services under this Agreement.
16. CONTRACTOR will provide all equipment, personnel, staff, coverages, policies, fuel, materials, and thing of every kind and type necessary to complete its performance of work under this Agreement.
17. CONTRACTOR is liable, without limitation, for the value of any cargo, property, parcels, packages, or goods for which it accepts possession under a CEO and shall remain liable for the value of such commodity or commodities from receipt through delivery. COMET shall deduct any such damage claims from CONTRACTOR's compensation after notice to CONTRACTOR.
18. If any parcel, package, or cargo shows signs of damage or potential for damage or shortage at the time of receipt by CONTRACTOR, CONTRACTOR shall make note of such exceptions on the document of carriage and require a signature of consignor next to such exception. In addition, CONTRACTOR must, prior to departing with such cargo, contact COMET and report said exceptions. CONTRACTOR is liable for any defect in condition or count not noted on the document of carriage and reported to COMET prior to departure from origin.
19. CONTRACTOR is responsible for obtaining instructions and training (including OSHA compliance as necessary) in any commodity for which it accepts a CEO.

COMET does not offer or provide any compensation for such instruction or training, and it is the sole responsibility and expense of CONTRACTOR to obtain the same as required by Clients serviced by CONTRACTOR.

20. Some Clients of COMET may require the use of electronic documents, collection of electronic signatures, provision of certain cargo tracking information and data, and even communication to and from CONTRACTOR via such electronic means. It is the duty of CONTRACTOR to operate in a safe manner at all times, and attention shall only be provided to such devices as appropriate and required by law.
21. Communication between CONTRACTOR and Clients of COMET shall be limited to those appurtenant, and expressly requisite to the delivery of the particular cargo under a CEO. If a Client of COMET should contact CONTRACTOR directly, and not via COMET or an authorized electronic communication that provides a real time copy to COMET, CONTRACTOR shall immediately notify COMET in writing. In all cases, notice of such communication shall be provided within twenty-four (24) hours.

#### **C. COMPENSATION**

1. Compensation for the performance of services under this contract is not based upon the amount of time dedicated or hours worked; rather, compensation for a specific CEO will be a fee negotiated for that particular engagement.
2. Fees for CEOs pursuant to this agreement will be set as they arise and agreed upon between COMET and CONTRACTOR.
3. The fee for a CEO is payable upon receipt by COMET of an invoice from CONTRACTOR and proof that the CEO has been completed without exception.
4. All fees paid to CONTRACTOR will be paid in the name provided in this Agreement or any addendum provided at a later point updating the payee information provided in writing by CONTRACTOR.
5. CONTRACTOR will not be reimbursed for any expenses.
6. CONTRACTOR is solely responsible for the payment of any and all local, state, or federal taxes, social security, or similar statutory deductions from its income.
7. CONTRACTOR may, when applicable, be issued an IRS form 1099 reflecting such compensation.

#### **D. INDEMNIFICATION AND INSURANCE**

1. CONTRACTOR shall indemnify and hold harmless COMET and its customers from and against any and all loss, damage, cost, expense, including reasonable attorney's fees and other costs of defense, which may be incurred by COMET, or any person, persons, firm, association or corporation claiming through COMET resulting from any acts or omissions, negligent or otherwise, of CONTRACTOR or its employees, in performing or failing to perform the transportation services specified hereunder, including the loading, handling, transportation, and delivery of goods, including, but not limited to, claims for loss or damage to the goods being shipped, personal injury or death of persons (including without limitation, employees of COMET and its clients), loss, damage, delay, destruction or

- conversion of the property of any person or legal entity, or embezzlement by CONTRACTOR or its employees.
2. CONTRACTOR shall indemnify and hold COMET harmless from any loss, damage, cost or expense, including attorney's fees, which may be imposed upon or incurred by or asserted against COMET and/or its Clients, by reason of CONTRACTOR's or its employees' actual or alleged failure to comply with state, local, and federal rules and regulations under which COMET and/or CONTRACTOR operate, or by doing, permitting or causing any act to be done which CONTRACTOR or COMET is not legally authorized to do.
  3. CONTRACTOR agrees to obtain and maintain commercial auto liability insurance for CONTRACTOR's vehicle(s) with limits no less than \$100,000 per person, \$300,000 per accident, \$50,000 property damage. Delivery agrees to notify COMET immediately if notice of cancellation or non-renewal is received. An up-to-date declaration page must be filed with COMET at all times and CONTRACTOR agrees to promptly provide any requested evidence of insurance including complete policies.
  4. Notwithstanding any provision herein, CONTRACTOR shall indemnify and hold COMET and its customers harmless for all actual or consequential losses, damages, costs or expenses, including but not limited to, reasonable attorney's fees and consequential and incidental damages, arising out of or in any way connected to the intentional or negligent conduct of CONTRACTOR, or its employees, agents or subcontractors. Moreover, CONTRACTOR at no time shall bring a cause of action against COMET for any loss, damage, expense, action and/or claim for injury to persons and/or damage to property arising out of or in connection with CONTRACTOR's performance under this Contract. The provisions of this Indemnification shall survive termination of this Contract.

#### **E. CONFIDENTIALITY**

1. CONTRACTOR further agrees as part consideration for this Agreement, that it will treat all matters relating to the business of COMET, or its customers, as confidential business information entrusted to CONTRACTOR solely for its use in performing services under this Agreement. Such information will not be divulged in any way to any person except as is necessary for CONTRACTOR to carry out its obligations under this Agreement.
2. CONTRACTOR agrees not to disclose or communicate, in any manner, either during or after CONTRACTOR's agreement with COMET, proprietary information about COMET, its operations, clientele, or any other proprietary information, that relate to the business of COMET including, but not limited to, the names of its customers, its marketing strategies, rates, pricing, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of COMET. CONTRACTOR acknowledges that the above information is material and confidential and that it affects the profitability of COMET.
3. Any breach of this confidentiality provision shall entitle COMET to damages in any action against CONTRACTOR, including but not limited to disgorgement of all

payments CONTRACTOR received from COMET for all services arranged on behalf of COMET clients, the value any business or contracts with client's lost due to the breach for a period of at least one full calendar year, and special and consequential damages as may be proven at trial.

4. At no time following the effective date of this Agreement shall CONTRACTOR or its agents, employees, or subcontractors: (i) make any statements, or take any other actions whatsoever, intended to disparage, defame, sully, or compromise the goodwill, name, brand or reputation of COMET or any of its customers or affiliates or (ii) commit any other action that could likely injure, hinder or interfere with the business, business relationships or company goodwill of COMET or its customers and affiliates. CONTRACTOR hereby represents and warrants that, prior to the Effective Date, the CONTRACTOR has not committed any of the foregoing actions described in this Section.

#### **F. NON-SOLICITATION**

1. CONTRACTOR shall not directly solicit any opportunities to perform similar delivery services to or on behalf of any Client of COMET, without the express written consent of COMET. Further CONTRACTOR shall not directly divert or interfere with any negotiations, contracts, engagements, or agreements between COMET and any potential client which CONTRACTOR became aware of during the term of this Agreement.
2. For any breach of this provision, and for each and every shipment that CONTRACTOR solicits or accepts from any pre-existing (defined as any customer for whom COMET has provided services during or prior to the term of this Agreement) Client of COMET or for any customer or client that CONTRACTOR first comes into contact with during the term of this Agreement, CONTRACTOR shall pay to COMET as liquidated damages representing a reasonable commission or finders fee, twenty five percent (25%) of the total freight charges for said transportation services. This amount is agreed to be reasonable regardless of the actual revenue or profit received by CONTRACTOR for such services.
3. CONTRACTOR further agrees that this non-solicitation provision is not a restraint on its trade, but a reasonable means of allowing COMET to protect its intellectual property and proprietary business information.
4. The provisions of this paragraph F shall survive termination of this Agreement.

#### **G. SERVICE MARK AND TRADENAME.**

1. It is understood that the service marks of COMET are the exclusive property of COMET used in connection with its services and that CONTRACTOR shall have no right to use said service marks, except during the term of this Agreement. It is further understood that COMET has the sole right to use its name and that CONTRACTOR shall have no right to use said name or any name confusingly similar thereto in the name of any corporation, partnership or other organization with which CONTRACTOR is associated in any capacity, directly or indirectly, and

remove any such marks within five (5) days of ceasing to render or perform services as contemplates under this Agreement. COMET shall have no liability for the cost or expense related to the removal of such marks, or any liability for the cosmetic appearance of CONTRACTOR'S vehicle following the removal of such marks.

## H. GENERAL PROVISIONS

**Termination.** This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 5 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled to under this Agreement.

**Notices.** Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

COMET: Comet Delivery Services  
10800 NW 103 St Unit 1  
Miami, FL 33178

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. CONTRACTOR agrees to keep COMET current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and cell phone numbers.

**Controlling Law.** This Agreement shall be governed by and be construed in accordance with Florida law.

**Arbitration, Jurisdiction, and Venue.** CONTRACTOR and COMET agree that final and binding arbitration will be the exclusive means of resolving any disputes between CONTRACTOR and COMET regardless of when such disputes arose. This provision specifically applies retroactively to include disputes arising from incidents predating this Agreement. Any such disputes shall be resolved pursuant to the commercial rules of the American Arbitration Association (AAA) and such arbitration shall be held in Palm Beach County, Florida. Judgment on any award rendered by the arbitrator shall be entered and certified in any state or federal court having jurisdiction over the award. The Parties further agree to proceed under the Expedited Procedures as outlined by AAA Commercial Rules regardless of the amount in controversy. A demand for arbitration must be in writing and delivered by first class mail to the other party within the applicable statute of limitations.

Agreement. Any such disputes shall be resolved pursuant to the commercial rules of the American Arbitration Association (AAA) and such arbitration shall be held in Palm Beach County, Florida. Judgment on any award rendered by the arbitrator shall be entered and certified in any state or federal court having jurisdiction over the award. The Parties further agree to proceed under the Expedited Procedures as outlined by AAA Commercial Rules regardless of the amount in controversy. A demand for arbitration must be in writing and delivered by first class mail to the other party within the applicable statute of limitations. Further the Parties agree to an equal split of all arbitration costs; however, COMET and CONTRACTOR reserve the right to pay for any and all arbitration fees if it is found that the arbitration fees render the arbitration provision unenforceable. CONTRACTOR and COMET agree to bring any disputes in arbitration on an individual basis only and not as a class or other collective action basis. Accordingly, there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or other collective action in any state or federal court in any state. Notwithstanding the foregoing, and entirely in the alternative, should any court determine that the above arbitration requirement is ineffective, the Parties consent to exclusive jurisdiction and venue in Miami-Dade County, Florida in any dispute which might arise in connection with this Agreement. Should CONTRACTOR file suit in any state or federal court instead of serving a demand for arbitration or filing arbitration with AAA, CONTRACTOR shall be liable for all costs and fees incurred in the enforcement of this arbitration provision, so long as such is not prohibited by law, and will not void and otherwise effective arbitration provision. This arbitration provision shall be enforceable pursuant to the Florida Arbitration Act, or any other state or federal arbitration act which will support or compel binding arbitration and waiver of the right to trial.

**Statute of Limitations.** The parties hereby acknowledge and agree that any arbitration, suit, action or other proceeding relating to this Agreement must be brought within one (1) year after the first occurrence of the act or omission that is the subject of the arbitration, suit, action or other legal proceeding.

**Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effected during the terms of this Agreement, such provision shall be fully severable from the remaining provisions of this Agreement, and it shall not affect the validity of the remaining provisions, which provisions shall be given full force and effect as if the illegal, unenforceable, or invalid provision had not been included in this Agreement. In lieu of an illegal, unenforceable, or invalid provision, there shall be substituted a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid and enforceable.

**Consultation with Counsel.** The Parties acknowledge that each of them has read the full contents of this Agreement, understands that this Agreement constitutes a contract, represents that they have consulted with counsel regarding the advisability of entering into this Agreement and each enters into this Agreement voluntarily.

**Negotiated and Jointly Drafted.** The Parties certify that this Agreement was negotiated by each and entered into knowingly with full understanding of the meaning of its



terms. This Agreement will not be treated as though it were drafted by either party or correspondingly construed against or in favor of either party.

**No Assignment or Transfer**. This Agreement is not transferrable or assignable by either party at any time absent the express written consent of the other party, except that COMET may transfer, assign, or retain its rights under this Agreement through its related entities, or any subsidiaries thereof.

**Headings**. The headings included herein are for convenient reference only and shall be given no substance or effect in the interpretation of this Agreement.

**Entire Agreement**. This Agreement and the appendices and addenda hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.

COMET DELIVERY SERVICES

CONTRACTOR

sign: \_\_\_\_\_

Sign: \_\_\_\_\_

print: \_\_\_\_\_

print: \_\_\_\_\_

date: \_\_\_\_\_

date: \_\_\_\_\_

CONTRACT ADDENDUM

I UNDERSTAND THAT:

1. I am an Independent Contractor ("I.C.") and not an employee of Comet Delivery Services, a Florida Corporation, (Comet), and no worker's compensation or unemployment insurance, vacations, or benefits are provided. (Initial) \_\_\_\_\_
2. A 1099 form will be submitted to the Internal Revenue Services at the end of the calendar year which will report the total amount paid to me as an I.C. I also understand that Comet will issue a copy of this 1099 form to me before January 31. (Initial) \_\_\_\_\_
3. As an I.C. I may choose whichever route I wish to take to make a delivery. However, I understand that Comet will not pay me for any deliveries on which a consignee files a claim for damage, shortage, loss or delay. Comet does not have to give me minimum number of deliveries and may use other I.C.'s to perform deliveries. (Initial) \_\_\_\_\_
4. As an I.C. I am responsible for any damage, loss, shortage, or delay to shipments which I receive, and that any shipment I receive must be properly packaged by customer and secured by me prior to transport. I agree that I will note the correct number of pieces that I receive and make specific written exceptions to condition or count on the bill of lading at origin. I understand that any damage or shortage must be reported to Comet immediately, and that a signature, with the name printed, if illegible, must be obtained on either the drivers manifest, customer's waybill or manifest, or Comet's waybill along with a specific description of the shortage or damage. I understand that I am responsible for any damage or shortage that I do not receive a signature for. (Initial) \_\_\_\_\_
5. As an I.C. I am responsible for all monies collected during the course of my deliveries. I also understand that all monies collected during my deliveries must be turned in to Comet within 24 hours of receipt of same. I further understand and agree that my failure to do so will result in the deduction of the monies due, plus an assessment of an administrative fee of \$5.00 or 15% of the amount collected, whichever is greater. (Initial) \_\_\_\_\_
6. I am free to accept or reject jobs from Comet and Comet does not have control over when or whether I work. (Initial) \_\_\_\_\_
7. I will be remunerated for each delivery, or the remuneration is based on factors that relate to the work performed, including receipt of a percentage of any rate schedule. (Initial) \_\_\_\_\_
8. I will pay all expenses, and the opportunity for profit or loss rests solely with me. (Initial) \_\_\_\_\_
9. I am responsible for operating costs, including fuel, repairs, supplies, and motor vehicle insurance. (Initial) \_\_\_\_\_
10. I, solely, determine the method of performing the service, including selection of routes and order of deliveries. (Initial) \_\_\_\_\_
11. I am responsible for the completion of a specific job and am liable for any failure to complete that job. (Initial) \_\_\_\_\_
12. I shall provide the vehicle used to perform the services required by Comet. (Initial) \_\_\_\_\_

\_\_\_\_\_  
I.C. Signature

\_\_\_\_\_  
Date