

INDEPENDENT CONTRACTOR AGREEMENT

FOR VALUABLE CONSIDERATION, SO MAJESTIC EMERGENCY ROADSIDE (hereinafter referred to as

“Company”) and _____ (hereinafter referred to as “Contractor”) agree as follows:

1. Contractor agrees to perform roadside assistance jobs within the following area _____ (hereafter referred to as “standard coverage area”) pursuant to the contract terms herein set forth. The jobs to be performed shall include vehicle unlocking, tire changes/repairs, jump starts, fuel delivery and calling for wrecker service, if necessary, as may be requested by Customer.

2. Contractor shall have no obligation to accept or perform any job(s) requested but agrees to be available to accept roadside assistance jobs from dispatchers on such schedules and times as the Contractor determines and Contractor shall provide notice to company of Contractor’s schedule on Friday of each week for the following week. Contractor shall perform all jobs accepted in a workmanlike, professional, safe, competent and reasonable manner. Contractor hereby warrants and guarantees all work performed hereunder to be of the highest quality and utmost professionalism. Contractor shall be alcohol and drug free during performance of jobs and shall not be impaired by any substance. Contractor shall be courteous and polite to all roadside assistance customers and request of the customer for assessment of Contractor’s service quality and request report of same to Company. Contractor acknowledges that customer reports and complaints relative to its performance will be considered in continuing this Contract. Contractor shall obtain and submit to Company background, criminal, traffic and credit reports, at its expense, on Contractor and any employees in satisfactory form and content to Company. Contractor may elect to authorize and permit Company to conduct background investigation and obtain such required reports.

3. Contractor shall, at Contractor’s own expense, undergo and obtain thorough an extensive roadside assistance training and education and the Contractor shall participate in continuing education/training in this area. If the Contractor elects, Contractor may obtain this training and education via programs and training sponsored by Company as may be made available by Company.

4. Contractor shall purchase and maintain, at Contractor’s expense, uniforms similar to all other contractors in Contractor’s standard coverage area. Contractor must display on his/her shirt his/her name and that he/she is an “independent contractor for SO MAJESTIC EMERGENCY ROADSIDE ”. All uniforms and clothing must be clean and well maintained at all times.

5. Contractor shall use its own vehicle in the performance of any jobs accepted by Contractor and shall maintain, at Contractor’s expense, liability insurance (motor vehicle and general) which provides coverage against bodily injury and property damage loss while performing roadside services under this Agreement with such limits as comply with all laws requiring minimum limits. Contractor, at its own expense, shall obtain, maintain and display, on his vehicle, while performing roadside services under this Contract, a magnetic sign prominently displaying “Independent Contractor for SO MAJESTIC EMERGENCY ROADSIDE ”.

6. Contractor agrees to acquire and maintain all tools, apparel and signage necessary to complete the service calls he/she accepts. Company will provide Contractor with information on suggested tools and items and where the Contractor may acquire them upon request.

7. Company agrees to make arrangements for telephone dispatch services for receiving calls for needed roadside service in Contractor's standard coverage area and will arrange dispatchers to telephone contractor or other contractor in Contractor's standard coverage area to request performance of a roadside service job. Jobs will be made available by dispatchers to Contractor at such frequency as company may determine in its absolute discretion. Contractor shall have no entitlement to any particular job(s) within the Contractor's standard coverage area, or a number or set frequency of jobs.

8. Contractor shall provide and maintain a cell phone, at its own expense, which shall make Contractor available for contact by dispatchers to receive requests to perform roadside service jobs(s) availability reports, and for use by Contractor to communicate with dispatchers and to communicate with customers. All cell phone usage charges (including text messages) shall be the expense of Contractor. Contractor shall not send or read text messages while operating a moving vehicle. Contractor shall comply with all laws relating to cell phone usage while operating a motor vehicle and shall only receive or make cell phone calls when it is safe to legally do so. Contractor shall be available by cell phone to receive calls from dispatcher during Contractor's scheduled time.

9. Company will pay Contractor for road service jobs accepted by Contractor only if the service job was satisfactorily performed. The contract price which Contractor shall be paid upon satisfactory completion and timely submission of invoice with supporting completed job service run report. The contract price to be paid based on the following: \$ \$10 per service job/run completed; \$ 7 for all gone on arrival jobs (GOA) that can be verified from the designated roadside service benefit provider. For service jobs/runs outside Contractor's standard coverage area, Contractor shall be paid a sum equal to \$ 0 plus \$0.00 per mile for each mile traveled outside the standard coverage area, unless otherwise agreed to and made in writing between the parties.

10. Company shall make all decisions on service job fee splits between Contractors or pay entitlement and its determination shall be binding and final.

11. Contractor shall be solely responsible for all damages/injuries caused by him to the customer or his/her vehicle while performing service and he shall indemnify and hold harmless Company from all liability and claims which may arise or result from his job service performance. Contractor shall resolve and defend, at its own expense, all damage and injury claims. Contractor shall maintain a general liability insurance policy insuring against injury and property damage loss caused by Contractor's negligence while performing jobs hereunder with minimum limits of \$100,000.00.

12. Contractor acknowledges that he is an independent contractor and not an agent or employee of Company. Contractor's stationery, business cards, invoices and other business records shall prominently display that Contractor is an independent contractor. Contractor shall not, and shall have no authority to, represent, directly or indirectly, to any customer, company, person or business that Contractor is acting as an agent or employee of Company. Contractor shall have absolutely no authority to bind company in any matter or in any manner.

13. Contractor agrees, and acknowledges, that Contractor is conducting a business separate and distinct from Company. Contractor shall have the sole and exclusive obligation to pay income and occupational taxes on any income which Contractor receives from Company for jobs performed hereunder.

Company shall have no obligation to withhold from sums to be paid to Contractor for the payment for taxes or otherwise. Company is directed by Contractor not to withhold taxes, provide unemployment insurance contributions, withhold or pay FICA taxes, provide or pay workers' compensation coverage, or make/withhold for social security taxes or for any other charge, expense or tax. Company shall have no responsibility to withhold or pay such taxes, fees or benefits. Contractor assumes all responsibility to pay all such required taxes, fees and obligations and hereby releases Company from all claims which may arise or result from the non-payment of such taxes, fees, and benefits not paid by Contractor. Contractor shall timely file and register for federal, state and local business licenses and tax numbers, and, it shall promptly file and pay all tax and other returns, fees and taxes and provide such information as Company may request in order that Contractor can be sent a 1099 statement.

14. Contractor agrees and acknowledges that Contractor shall not receive, or be available for, any employee type of benefits (i.e. medical insurance, vacation or paid unemployment insurance, sick days or pay, no minimum salary wage or income guarantee, disability or workers' compensation insurance, or any other type of benefit). Contractor shall have no minimum or guaranteed number of jobs/runs to be assigned to Contractor or income to be made to Contractor. Similarly, Contractor is not limited in the amount which he may be paid for jobs/performed under this Contract. Company may assign jobs to Contractors as it may determine in its absolute discretion. Contractor shall pay and be solely responsible for all of its travel, transportation, auto and entertainment related expenses which Contractor may incur in connection with the performance under this Contract.

15. Contractor shall deliver to Company invoices to Company for all jobs/runs in a timely manner and no later than seven (7) days after the job/run has been performed. The invoice(s) will not be paid unless a signed customer service report is received for the corresponding invoice. If Contractor fails to deliver invoices within seven (7) days from date of job/run, the Company shall have no obligation to pay such invoice and the Contractor hereby releases claims for payment for said jobs/runs. Please note that SO MAJESTIC EMERGENCY ROADSIDE has a "Sunset Claims Policy". This policy states that SO MAJESTIC Services, nor its clients or customers, will not assume any liability to pay any invoices in line for payment that have been open in excess of 30 days from the Date of Service.

16. Contractor shall cooperate fully and as requested by Company in the defense and/or response to any claim, litigation, governmental action, customer disputes and/or roadside assistance benefit provider disputes. Company shall have the exclusive right to make decisions relative to claims or disputes in which it may be involved relative to Contractor's performance under this Contract. This shall include decisions to mediate, file, settle or litigate claims. Contractor agrees to indemnify Company from liability on all claims, suits and liabilities to which Company may be exposed or subjected to as a result of Contractor's actions and shall pay all costs and attorney fees incurred by Company.

17. Unless otherwise agreed in writing with Company, Contractor shall not perform work, services, job or contract for/with any other roadside assistance provider company during the period that this Contract is in effect or during which time Contractor is accepting or performing jobs/services/runs for Company under this Contract. In the event Contractor breaches this term, Contractor shall be liable to Company for liquidated damages in the sum of \$5,000.00.

18. All company trade secrets and proprietary information received by Contractor shall be confidential and shall not be disclosed to any third party by Contractor.

19. This Agreement contains the complete agreement of the parties. No oral representations, agreement or understanding shall be binding and is void. This agreement may not be modified, changed or amended except by written agreement signed by both parties. The parties acknowledge that neither of them have relied on any representations not contained in this agreement. Each party acknowledges that they have read and understood this agreement and have had the opportunity to have it reviewed by such professionals as they may desire. Contractor shall comply with all laws and regulations in performance of his jobs and service runs.

20. Either party may terminate this Contract at any time and for any reason by delivering to the other party seven (7) days advance written notice of contract termination. All notices hereunder shall be delivered to Company at RCHAMPION18@GMAIL.COM and Contractor at _____.

21. This Agreement shall be construed under the laws of GEORIGIA. If any provision of this Agreement shall be held invalid, the validity of all other provisions shall not be affected.

22. In the event of dispute or claims between the parties arise, all such disputes and claims shall be first mediated and, if mediation is unsuccessful, then all issues shall be submitted to binding arbitration. Company shall have the right to select the mediator and arbitrator if the parties are unable to agree on the selection.

SO MAJESTIC EMERGENCY ROADSIDE

Contractor Name (PRINT)

Agent/Member

Contractor Signature

DATE

Mobile Phone # _____

Mobile Provider _____

SSN or EIN _____

Email Address _____

Address _____

City _____ State _____ Zip _____

EMERGENCY CONTACTS:

Phone #

Name

Relation

**AUTHORIZATION TO INVESTIGATE BACKGROUNDS OF
CONTRACTOR AND ITS/HIS/HER EMPLOYEE(S)**

The undersigned Contractor has elected to allow SO MAJESTIC EMERGENCY ROADSIDE to obtain, and, consents to and authorizes SO MAJESTIC EMERGENCY ROADSIDE (hereinafter "SO MAJESTIC") to investigate Contractor's background and confirm representations made by it/him/her and any of its employees. This consent and authorization authorizes SO MAJESTIC to obtain reports, records and documents concerning Contractor and its employees which may relate, directly or indirectly, to Contractor's ability and qualifications to safely and efficiently perform under the Contract. Contractor shall investigate and obtain background record checks and reports on all of its employees performing any work under the Contract with SO MAJESTIC acceptable to SO MAJESTIC.

I understand and agree that SO MAJESTIC may utilize other companies to obtain records, background investigation records and reports, and, the undersigned Contractor hereby extends this authorization and consent to obtain records from third party reporting companies and agencies. The undersigned Contractor hereby releases SO MAJESTIC from any and all liability which may arise or result from the inaccuracies of information contained in background reports or records, the disclosure of any information contained in records and reports obtained concerning contracting, and, from liability and claims asserted by any of its employees relating in any manner to reports or information obtained or disclosed concerning them or their records/reports.

The undersigned Contractor understands and agrees that the records and reports obtained may include, but are not limited to, driving history, criminal history, credit reports, litigation and claim histories, domestic violence records, sexual offense records and reports compiled from various databases by the reporting companies used by SO MAJESTIC.

Contractor fully understands and agrees that any contract which it/he/she may have signed with SO MAJESTIC shall not become effective until such time as SO MAJESTIC approves same after background investigation is complete or satisfactory report is

Initials:_____

presented to Company by Contractor.

In the event that it is deemed necessary by SO MAJESTIC that records or reports relative to current or past medical or mental conditions of Contractor and its employees are necessary, upon request, Contractor shall promptly obtain copies of such records and reports requested and shall sign HIPAA compliant authorizations if requested by SO MAJESTIC.

Contractor authorizes SO MAJESTIC to periodically obtain update reports and records concerning its/his/her background. Contractor understands that if SO MAJESTIC, at any time, determines that Contractor's records report fails to meet with its standards for Contractors, then SO MAJESTIC may terminate the Contract with Contractor.

Dated this the _____ day of _____, 20__.

Contractor Name (PRINT)

Contractor Signature

Current Address

Prior Address

SSN

DOB