

THE DELIVERY GUYS (TDG) and INDEPENDENT SERVICE PROVIDER (ISP) AGREEMENT

ISP is an independent contractor, TDG markets, promotes, and is a processor of services, ISP is responsible for paying all taxes on money they receive, ISP agrees that work performed through TDG is not covered employment, ISP agrees to provide TDG proof of liability insurance on all the vehicles ISP uses to provide any services through TDG, ISP has reviewed the prices for service listed on the THEDELIVERYGUYS.COM web site and agrees to charge those prices to all customers ISP provides services for through TDG, ISP provides their own equipment, pays for the expenses and repairs of that equipment, ISP sets their own hours, has the right to refuse any work offered through TDG, ISP is responsible to provide the services based on the customers requirements and expectations, if there is a dispute between ISP and customer ISP agrees that TDG has the right to review and determine if ISP has provided the correct service or if ISP has failed to provide the correct service to the customer and ISP will agree to TDG final decision including refunding customer what they paid for the service provided by ISP, ISP understands and agrees when ISP accepts an assignment ISP is responsible to complete that assignment according to the customers expectations and requirements., if another ISP must complete an assignment for ISP ISP agrees to pay the ISP for completing the assignment. ISP agrees to pay TDG the weekly membership fee amount as posted on TDG web site in advance and agrees if ISP fails to pay in advance ISP will forfeit any work provided to customers through TDG. ISP understands and agrees if ISP does not want to directly accept credit, debit, or invoicing payments from the customer and prefers TDG to process and collect those payments for the ISP that the ISP agrees that TDG can withhold a 10% processing fee from the ISP payments. ISP understands and agrees it cannot directly solicit any delivery work from customers of TDG and understands and agrees it will not independently or through a third party solicit or accept any delivery work from the general public for a period of 30 days after termination of this agreement with TDG. ISP understands and agrees it will not post any negative comments about customers of TDG or about TDG on any social media and/or web site platform.

This agreement may be cancelled by either party in writing, with or without cause, with a 10 day notification.

Any final payments due to ISP from TDG will be sent to ISP via certified mail 30 days after termination of this agreement.

This agreement shall be binding upon the parties hereto and their respective agents, successors, and assigns, and inure to the benefit of the parties and their respective successors and assigns. The parties warrant to each other that they have the full power and authority to execute this agreement. In the event of any violation of this agreement TDG shall be entitled to full equitable and injunctive relief without need to post bond or surety, which rights have been cumulative with and not necessarily successive or exclusive of any legal rights to monetary damage that it may have. Venue with respect to any disputes between the parties as to the construction and/or enforcement of this agreement shall be in a court of competent jurisdiction situated in the Texas county of registration of TDG, this agreement shall be governed and construed in accordance with the laws of the state of Texas.

By accepting work through TDG ISP agrees and accepts all terms and conditions of this agreement #08012020.