

INDEPENDENT CHAUFFEUR AGREEMENT

TopDrive Limos

This Independent Chauffeur Agreement (“Agreement”) is a legally binding contract between TopDrive Limos (“Company”) and the undersigned driver (“Independent Chauffeur”).

By signing this Agreement, the Independent Chauffeur acknowledges that he/she has read, understood, and voluntarily agrees to all terms and conditions contained herein and on the Company’s official website, which are incorporated by reference and may be updated at the Company’s discretion.

1. Independent Contractor Status

The Independent Chauffeur is engaged strictly as an independent contractor and not as an employee, partner, joint venturer, or agent of the Company.

The Independent Chauffeur:

- Is not entitled to wages, overtime, benefits, insurance, workers' compensation, unemployment benefits, or any other employee-related rights.
- Is solely responsible for all federal, state, and local taxes.
- Is responsible for obtaining and maintaining all licenses, permits, and regulatory approvals required to operate legally.

Nothing in this Agreement shall be interpreted as creating an employment relationship.

2. Assumption of Risk and Full Liability

The Independent Chauffeur assumes full and complete responsibility for:

- The safety of passengers.
- Operation of the vehicle.
- Compliance with all traffic laws and regulations.
- Any accident, injury, death, loss, damage, citation, fine, or claim arising out of or related to the performance of services.

The Company shall bear no legal responsibility for any incident occurring during a trip.

3. Insurance Requirements

The Independent Chauffeur must maintain, at all times:

- Commercial auto liability insurance meeting or exceeding state minimum requirements.
- Any additional coverage required by law.

Proof of insurance must be provided upon request.

The Independent Chauffeur agrees that the Company is not responsible for providing any insurance coverage of any kind.

4. Indemnification and Hold Harmless

The Independent Chauffeur agrees to fully indemnify, defend, and hold harmless TopDrive Limos, its owners, officers, affiliates, employees, and agents from and against any and all claims, lawsuits, damages, liabilities, losses, penalties, attorney fees, and costs arising from:

- The chauffeur's negligence or misconduct.
- Vehicle operation.
- Client complaints.
- Violation of law.
- Breach of this Agreement.

This indemnification obligation survives termination of this Agreement.

5. Strict Non-Solicitation and Client Protection

The Independent Chauffeur is strictly prohibited from:

- Contacting Company clients outside of assigned trips.
- Exchanging personal contact information.
- Diverting, soliciting, or attempting to conduct private transportation services with Company clients.
- Using Company client information for personal benefit.

This restriction applies during engagement and for 24 months after termination.

The Independent Chauffeur agrees that violation will cause irreparable harm to the Company and agrees to liquidated damages of \$20,000 per violation, plus attorney fees and court costs.

6. Non-Transfer of Trips

Assigned trips may not be subcontracted, reassigned, or transferred without prior written consent. Unauthorized transfer will result in immediate termination and forfeiture of payment.

7. Compensation and Security Hold

- Payment is issued every fifteen (15) days.
- The first fifteen (15) days of earnings will be retained as a security reserve.
- The Company may deduct any fines, damages, chargebacks, penalties, or violations from payments owed.

The Independent Chauffeur authorizes such deductions.

8. Dispatch Compliance and Performance Standards

The Independent Chauffeur must:

- Confirm en route status one (1) hour before pickup.
- Arrive at least fifteen (15) minutes before scheduled pickup time.

Failure to comply may result in:

- Non-payment for the trip.
- Deduction equal to two (2) trips for no-show without 2-hour notice.
- Immediate termination.

9. Professional Appearance and Vehicle Standards

Chauffeur must wear:

- Black suit
- White dress shirt
- Tie

Vehicle must be clean, smoke-free, and odor-free at all times.

Failure to maintain standards may result in trip cancellation without compensation.

10. Limitation of Liability

Under no circumstances shall TopDrive Limos be liable for:

- Lost profits
- Consequential damages
- Indirect damages
- Personal injury claims arising from chauffeur conduct

The Company's maximum liability, if any, shall not exceed the amount paid for the specific trip in dispute.

11. Termination

The Company may terminate this Agreement immediately, with or without cause.

Upon termination:

- Final payment review may take up to thirty (30) days.
- Any pending claims or investigations may delay payment.
- Security reserve may be held to offset potential liabilities.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Illinois.

Any dispute arising out of this Agreement shall be resolved exclusively through binding arbitration in Illinois. The Independent Chauffeur waives the right to a jury trial.

13. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

14. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior discussions or understandings.

ACKNOWLEDGMENT

By signing below, the Independent Chauffeur confirms:

- He/she has read and understood this Agreement.
- He/she voluntarily accepts all risks.
- He/she agrees to be legally bound by its terms.

Driver Name: _____

Signature: _____

Date: _____