

**INDEPENDENT CONTRACTOR AGREEMENT**

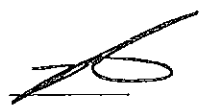
Revised May 21, 2012

Effective Date                     MAY 25, 2012                    

This Agreement made in the Town of Renton, County of King, and State of Washington,

between SHUTTLE EXPRESS, Inc. ("Company"), and  
PAUL GOODENOUGH ("Contractor") UBI Number: 602.687.673

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Contractor Initial 

## STATEMENT of FACTS and INTENT

The Company and Contractor seek to establish a working relationship in which both parties work in cooperation for their mutual benefit while maintaining separate independent business identities.

The Company holds necessary operating authority for passenger transportation operations from the Washington Utilities and Transportation Commission ("WUTC"), the Washington Department of Licensing ("DOL"), and the Port of Seattle Airport ("PORT").

The Company has an office and dispatch system which allows a Contractor to comply with Washington State law (RCW 46-72A.020) which authorizes limousine operators to pick up ONLY clients who are prearranged. Prearrangement is verified if dispatched through an office.

The Company has a proprietary marketing and reservation system capable of gathering, sorting, and referring work to the those who can perform the transportation movements needed to satisfy client's requests.

The Company holds the right to use certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising to attract customers for transportation service (the "licensed property").

The Contractor seeks referrals to perform transportation services and is willing and able to accept referrals from the Company according to the terms and conditions set forth in this Agreement.

IT IS THE INTENT of the parties to combine their individual capabilities and resources, working together to provide complete luxury transportation service to clients.

THEREFORE, the parties agree as follows:

### 1. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

(a) Contractor and Company acknowledge and agree that **there does not exist between them the relationship of employer-employee or master-servant**, either express or implied. This Agreement is not a contract of employment, hire or apprenticeship. Contractor affirms that he or she is a self-employed person, engaged in an independently established business of the same nature as the services Contractor agrees to provide under the terms of this Agreement.

(b) **This Agreement is non-exclusive.** Contractor is free to advertise, solicit, and present himself/herself to the public as available to perform transportation services. Contractor may sell transportation services to other companies, and Company may buy transportation services from other contractors.

(c) Contractor understands and agrees that as a self-employed person, **Contractor is NOT eligible for employee benefits**, including Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. **Contractor will not be treated as an employee of the Company for any purpose**, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal or State income tax withholding at source.

(d) **Contractor assumes complete responsibility for payment of self-employment and Federal and State income taxes.** Company will not withhold any taxes or make any payment, either federal or state, on behalf of Contractor.

(e) Although Contractor is not and shall not in any manner claim to be an employee of the Company, the **Company is the sole holder of all licenses, agreements and authorizations** from any and all federal, state and other regulatory bodies, except for requirements of Contractor enumerated in subsequent sections herein.

(f) **Contractor represents himself/herself to be a licensed and professional transportation provider who does not require training from the Company, and which the Company will not provide.**

- (g) Contractor will supply vehicle, and all equipment required to accomplish the work in a professional manner.
- (h) Contractor is financially responsible to pay all expenses associated with transporting clients referred by Company, including fees paid to the Company for services rendered in referring the work.
- (i) If Contractor operates as a PARTNERSHIP or limited liability company (LLC), all contractors, partners, and LLC members (individually and collectively), shall sign and be subject to all portions of this Agreement.
- (j) Contractor may not assign or subcontract any rights or obligations under this agreement. Notwithstanding the foregoing, Contractor may manage referrals by using employees. Under those circumstances:
- 1) Contractor remains fully responsible for the performance of all obligations under Agreement, whether the work is performed by Contractor or Contractor's employee(s),
  - 2) Use of employees shall not result in a material increase in risk to the Company
  - 3) Employee(s) are obligated to comply with qualifications and performance standards under this agreement.
- (k) If Contractor enters into an EMPLOYMENT RELATIONSHIP with anyone, Contractor shall be solely responsible to:
- 1) set wages, benefits, hours and working conditions for any such employee;
  - 2) furnish full and complete Worker's Compensation Insurance coverage for all such employees at Contractor's own expense, during the entire period of this Agreement ;
  - 3) pay all required wages for said employees;
  - 4) withhold all required taxes and to pay all required contributions with respect to said employees;
  - 5) comply with all laws relating to Contractor's employees; and
  - 6) enter into a written employment agreement with such employees that incorporates relevant terms of this Agreement.
  - 7) Prior to permitting any employee of Contractor to accept referrals or perform any services under the terms of this Agreement, Contractor shall provide the Company with a certificate showing in force the requisite Workers' Compensation Insurance for Contractor's employees. The certificate shall list the Company as a certificate holder to be given notice in the event of termination or cancellation of such coverage.

## **2. INDEPENDENT CONTRACTOR DISCRETION**

- (a) Except as may be required by applicable law and regulations outside of Company's control, Contractor has absolute discretion of determining the manner and means of accomplishing the performance of services rendered.
- (b) Contractor is under no obligation to accept any referral offered by the Company, but once a Contractor accepts a referral, Contractor agrees to service the referred work.
- (c) Contractor may not utilize Company licensed property, symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company unless Contractor is performing services under this Agreement.
- (d) Nothing herein prohibits Contractor from performing services that are not restricted by this Agreement.
- (e) Contractor may choose to contract with Company to guarantee availability to accept referrals on specified days and hours mutually agreed to by both parties.
- (f) Contractor may perform services under this Agreement at any time during the term or any extension(s) of it.

### **3. TERM**

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- (a) The initial term of this Agreement shall commence upon its effective date and continue for three (3) months.
- (b) Upon expiration of the initial term, this Agreement shall automatically renew on the same terms and conditions from month to month unless either party serves 30-day written notice of termination to the other. \$200 penalty if either party terminates without cause with less than 30-day written notice.

### **4. USE OF COMPANY TRADE MARKS**

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- (a) Contractor agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Contractor, are solely and exclusively the property of the Company.
- (b) Contractor shall not use Company's name, trade mark, trade name, service mark or phone number in any type advertising without express written permission from the Company.
- (c) Company may reimburse Contractor in whole or part (upon agreement) for advertising the Company or Company services (eg: XCAR license plate, license plate frame). Any such advertising to be immediately removed upon termination of this Agreement.

### **5. CONTRACTOR OBLIGATIONS**

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- (a) Prior to operating under this Agreement, Contractor agrees to provide Company, at Contractor's expense, written confirmation or copy of:
- 1) Current valid **Washington State Drivers License**
  - 2) **DMV 3 year Driving Record** – to be updated yearly
  - 3) Current valid **DOT Medical Card**
  - 4) **Drug screening** with negative result
  - 5) **Unified Business Identifier - Washington State UBI registration**
  - 6) **Washington State L&I Occupational Accident insurance coverage**. Compliance with this requirement will be monitored quarterly through the State L&I website.
  - 7) **Washington State Limousine Carrier (business) License**
  - 8) **Vehicle Liability Insurance** in compliance with Washington State Limousine requirements and Section 7(b) below.
  - 9) **Washington State Vehicle Limousine Certificate**
  - 10) **Seattle-Tacoma Airport Ground Transportation Permit**
  - 11) **Business License from City of office location** (if required) and other cities which may require such license
  - 12) Any other Licenses as required by the Port of Seattle, Washington State Department of Licensing, Washington State Department of Transportation, Washington State Department of Revenue, or Washington Utilities and Transportation Commission.
- (b) Prior to operating under this Agreement, Contractor shall provide written certification to the Company that Contractor complies with the chauffeur criteria set forth in RCW 46.72A.



(c) Prior to operating under this Agreement, Contractor shall successfully complete, at Contractor's expense, a **Company orientation course (NOT training)** which includes but is not limited to:

- 1) Company Safety Policies and Accident Procedures
- 2) Company Types of Service
- 3) Company Fare Collection procedures
- 4) Company Text/Pager Messages & Interpretation
- 5) Company Accounting Functions
- 6) Company Office Orientation
- 7) Procedures at SeaTac Airport Ground Transportation Plaza

(d) Contractor shall pay all fees required to legally operate as a limousine carrier: airport fees, state, county, port, or city licenses, vehicle inspection fees, WUTC fees, DOL fees, or any other fees required. Contractor agrees to provide written evidence of such payments to the Company if requested.

(e) Contractor agrees to comply with all regulations and standards issued by the Port of Seattle, which are incorporated herein by this reference, applicable to Contractor's operations under this Agreement. Contractor hereby acknowledges receipt of the Port of Seattle "Ground Transportation Operator's Manual."

(f) Contractor agrees to:

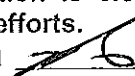
- 1) Maintain a separate set of books or records that reflect all items of income and expenses of Contractor's business, and upon demand verify compliance to the Company.
- 2) File a schedule of expenses with the Internal Revenue Service at the appropriate applicable filing periods, and file a Schedule C federal income tax return. Company will provide Contractor with a Form 1099 yearly as required.
- 3) Obtain a Unified Business Identifier (UBI) number and maintain an open account with the State Department of Revenue for the payment of all required state taxes. Contractor agrees to provide Company written evidence of compliance with this provision. Compliance with this provision will be monitored from the Washington State Department of Revenue website Business List.

(g) **CONFIDENTIALITY**

- 1) The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company. Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality.
- 2) Breach of this confidentiality provision by Contractor or any partner will be grounds for immediate cancellation of this Agreement.

(h) **NON - COMPETE**

- 1) Contractor agrees that clients developed through Company marketing efforts, advertising, and sales will be served through the Company reservation system. Contractor agrees not to solicit nor make sales overtures of any kind to such clients which may encourage Company clients to deal directly with Contractor in lieu of making travel arrangements through the Company.
- 2) The Company agrees to maintain a "Preferred Driver" program which allows a client to designate Contractor as their preferred driver within the Company reservation database. If so designated, the Company agrees to refer all travel by that client to Contractor. Contractor maintains the option of refusing a preferred driver referral, in which case the Company will refer that single transfer only to another chauffeur.
- 3) Nothing in this section precludes Contractor from marketing and developing their own clientele for their own business.
- 4) Should Contractor, for reasons which benefit Contractor, choose to use the Company's reservation system to manage a Contractor's client, the Company will rebate a finders fee upon invoice from the Contractor for each use. Contractor agrees to insure that such a reservation is clearly labeled to indicate the client has been developed by Contractor's sales and marketing efforts.



## **6. COMPLIANCE WITH LAW AND REGULATIONS**

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### **(a) COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS**

- 1) Throughout the term of this Agreement and any extension(s) of it, Contractor shall possess and maintain all required licenses, permits and certificates necessary for lawful operation under this Agreement; including but not limited to current Washington driver's license, current vehicle registration, evidence of title to vehicle, chauffeur credential, charter license if required; and Contractor shall provide Company with current copies of all such licenses, certificates and permits. Contractor shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license permit or certificate.
- 2) Contractor and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including but not limited to:
  - a. various port, federal, state, county and municipal statutes and regulations.
  - b. all portions of DOL Code of Federal Regulations (CFR), Washington Department of Licensing (DOL), RCW laws relating to Limousine Carriers, applicable Federal Motor Carrier Safety Administration (FMCSA) regulations, and Washington State Patrol (WSP) regulations and reviews.
- 3) Compliance with all hours of service regulations including DOL 49 CFR Part 395 specifying:
  - a. Minimum 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time.
  - b. Maximum 60 hours work and/or drive time within any 7 consecutive days.
- 4) Contractor agrees to adhere at all times to all Port regulations (Port of Seattle Airport Operations Ground Transportation Operations Manual). The PORT OPS Manual may be revised from time to time.

### **(b) COMPLIANCE WITH FEDERAL, STATE, AND LOCAL FINANCIAL REPORTING**

- 1) Contractor acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operating under this Agreement. Contractor further understands that the Company, as holder of the necessary operating authorities, is required by law to file
  - a. an annual report with the DOL and PORT; and
  - b. returns disclosing gross passenger revenues received by all Contractors,

The Company may be required to pay fees in connection with these reports.
- 2) In the event of an audit by any overseeing authority of either the Company and/or Contractor, Contractor agrees to make available to the Company all records and documents relating to the operation of the vehicle under this Agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company to the appropriate regulatory body.
- 3) Contractor agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Contractor to report gross revenues or other required information to the Company.

## 7. INDEMNIFICATION AND INSURANCE

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### (a) INDEMNIFICATION

- 1) Contractor shall indemnify and hold Company harmless from any liability resulting from
  - a. the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Contractor's vehicle
  - b. Contractor's failure to comply with his or her obligations under this Agreement.
- 2) Contractor agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or cost resulting from Contractor's actions or unauthorized use of the licensed property.
- 3) Contractor agrees to obtain, at Contractor's sole cost and expense, any and all applicable insurance coverages required by the State of Washington, the Washington Utilities and Transportation Commission (WUTC), the Port of Seattle (PORT), or other regulatory bodies – including the Company's insurance carrier.
- 4) Contractor assumes complete responsibility for operation of the vehicle and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Contractor's vehicle and/or the handling or transportation of clients, luggage or items by Contractor or any partner during the term of this Agreement or any extension(s) of it.
- 5) In addition the Contractor will indemnify the Company and/or any regulatory agency for the following:
  - a. Reasonable attorneys' fees, costs and/or expenses of litigation.
  - b. Injury or damage to or loss of property.
  - c. Injury, disease or death of any person.
  - d. Damage to third parties arising out of the theft, destruction or vandalism of Contractor's vehicle.
  - e. Violations of any statutes, laws, ordinances, rules, requirements or regulations.
- 6) Contractor expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Contractor's vehicle including without limitation to personal or commercial use provided for or not in this Agreement.

### (b) VEHICLE INSURANCE.

- 1) During the term of this Agreement and any extension(s) of it, Contractor agrees to provide and maintain in full force and effect, at Contractor's sole expense, policies of commercial automobile insurance having limits of coverage not less than required by the State of Washington and the Port of Seattle, both currently **\$1,050,000 combined single limit (CSL)**, and meeting limits as may be required by other agencies regulating commercial auto transportation services .
- 2) Insurance carrier to be rated "A-" or better by A.M. Best.
- 3) Such insurance policies will endorse the Company and others as required as additional insureds and shall provide prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration of the policy. Prior to operating under this Agreement and from time to time as requested by the Company, Contractor agrees to provide written evidence satisfactory to the Company that such insurance is in full force and effect.
- 4) Contractor agrees to execute a Release of Notice of Pending Default directing Contractor's insurance agent to provide early notice to the Company of any notices of pending default on the insurance policy.
- 5) Contractor, and any partner(s) or LLC members if applicable, shall provide written evidence of dual coverage and of full compliance with paragraphs (1), (2), and (3) above.
- 6) Contractor's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Contractor of any obligation under this Agreement.

- 7) Current proof of insurance evidencing effective coverage in accordance with this Agreement will be present in the vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for immediate cancellation of this Agreement.

**(c) "WORKERS' COMPENSATION" or "L&I" INDUSTRIAL INSURANCE**

- 1) Contractor agrees to make provision for, to maintain and keep in full force, Contractor's own Industrial Insurance issued by the State of Washington Department of Labor and Industries. Currently L&I law mandates premium payment by the owner of the vehicle used for limousine transportation.
- 2) Contractor agrees to provide the Company with written evidence of Washington State Elective Industrial Insurance protection immediately upon application, and thereafter on a quarterly basis via the L&I website. (Website is to list account as "Current" within 30 days of end of applicable quarter.)

**(d) CLAIM OR SUIT**

- 1) If a claim is made or suit brought against Contractor arising from Contractor's operations under this Agreement, Contractor agrees to forward immediately to the Company every demand, notice, summons or other process received by Contractor.
- 2) Contractor agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

**8. VEHICLE SPECIFICATIONS, STANDARDS, AND MAINTENANCE**

**(a) Contractor's vehicle shall meet State of Washington specifications required by WAC Chapter 308-837-010 (12) and shall be approved by the Port of Seattle, other regulating agencies, or insurance carriers in order for Contractor to operate throughout the term of this Agreement and any extension(s) of it.**

**(b) Contractor and Contractor's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to:**

- 1) Daily pre and post trip driver inspection.
- 2) Periodic inspection at least once per year by a qualified inspector as per DOL 49CFR, part 396 and FMCSA part 396.
- 3) PORT periodic inspections for cleanliness, proper equipment, good appearance, safe operating condition, violation of any laws and ordinances, or PORT rules and regulations.

**(c) As required by Company insurance carriers, Vehicle to be equipped with a Drive Cam unit per Section 9(d) at all times while operating under this Agreement.**

**(d) Contractor shall have sole responsibility to maintain and pay for all operating costs of vehicles used to perform transportation services under this Agreement. Nothing in this Agreement prohibits Contractor, at their option, from hiring the Company's shop to perform vehicle maintenance.**

**(e) Contractor authorizes Company to inspect the vehicle at any time to verify compliance with this section.**

**(f) The Company may immediately cease referrals to Contractor in the event Contractor's vehicle fails to comply with all portions of this section.**





## 9. SAFETY & ACCIDENT POLICIES and PROCEDURES

To continue the safe-driving reputation, established with customers over two decades of operation, the Company maintains the following behavioral safety standard instituted by the Company's insurance carrier.

(a) **SAFETY LIMITS** This Agreement will be terminated if Contractor's driving behavior reaches the following behavioral limits within the specified time period.

<u>Within any Time Period of:</u>	<u>Behavior / Event</u>
1 month	5 Preventable Drive Cam events
3 months	13 Preventable Drive Cam events (“Preventable Drive Cam” = Observed behavior which, in different circumstances, may lead to collision or injury to persons)
12 months	2 Preventable Collisions; or (“Preventable” = Driver did NOT take all reasonable actions to avoid collision) 2 Moving violations (including photo enforcement); or 2 Unacceptable driving observations or rides; or 3 Verified safety complaints; or Any combination of two of the above.
24 months	3 Preventable collisions, 3 Moving violations, 6 Verified safety complaints
Any time / single event	Seat Belt not worn by everyone in a moving vehicle Unreported collision or unreported moving violation DUI / DWI conviction Single Serious Moving Violation (defined by Commercial Motor Vehicle Safety Act): <ul style="list-style-type: none"><li>• Speeding – 15 mph or more over limit</li><li>• Reckless driving</li><li>• Disobeying stop sign or traffic signal</li><li>• Improper lane change</li><li>• Following too close</li><li>• Aggressive driving</li><li>• Preventable collision involving the above, or irresponsible behavior</li></ul>

(b) **ACCIDENT PROCEDURE** If Contractor's vehicle is involved in or contributes to any accident, injury, or property damage,

- 1) Contractor agrees to report such accident or incident **IMMEDIATELY** to the Company.  
("Accident" is defined as "any contact with anything or contacted by anything.")
- 2) Contractor agrees to submit to the Company a complete Company Accident Report and a Drive Cam event, if available, prior to finishing the working day.
- 3) Contractor agrees to cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense.
- 4) Contractor agrees to submit to the Company copies of any legal papers relating to any accident or legal claim involving any clients, their possessions and/or the vehicle.
- 5) Contractor agrees to indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Contractor's failure to provide notification of an accident as specified by this Agreement.

(c) **SAFETY SEMINARS** As required by Company insurance carriers, Contractor agrees to attend quarterly safety seminars at Contractor's expense; may be satisfied at any certified safety institute approved by the insurance carrier. Should Contractor fail to attend two consecutive quarterly safety seminars, Contractor may not be offered referrals until a safety seminar is successfully completed with an instructor certified by a known recognized safety program.



**(d) DRIVE CAM**

- 1) As required by Company insurance carriers, Contractor agrees that vehicle shall be equipped with a Drive Cam unit at all times while operating under this Agreement.
- 2) Contractor agrees to download the Drive Cam unit weekly (7 days) even if no events are recorded on the unit. (A "recorded event" is indicated by a red light on the Drive Cam unit.)
- 3) Tampering in any way with the installation or operation of a Drive Cam unit will result in immediate termination of this Agreement.

**(e) DRIVING CITATIONS** Should the Contractor, any partner or employee, receive any citation or notice of violation of any law or regulation in connection with the operation of any vehicle, Contractor, partner or employee shall immediately notify the Company and provide copies of all reports, citations or notices and cooperate fully with the Company in any investigation

**10. CUSTOMER SERVICE STANDARDS**

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**(a) CHAUFFEUR STANDARDS** While operating under this Agreement, Contractor agrees to perform chauffeur services in a manner consistent with universally accepted professional chauffeur standards, procedures, and behavior. Universally accepted chauffeur standards are found in nationally used chauffeur training programs such as:

- Tom Mazza Consulting: "Ultimate Chauffeur Training" Video Series.
- LCT Magazine & Scott Metzger's Executive Chauffeuring School Training Program (established 1983)

Additionally, Port of Seattle SeaTac airport's operating standards are prescribed in the following document"

- Port of Seattle "Ground Transportation Operator's Manual "

**(b)** Universally accepted chauffeur standards and behavior from these sources include, but are not limited to:

1) **ON-TIME**

- a) Contractor and Company agree that, within safety considerations, on-time arrival is paramount. The **"On-Time Arrival"** standard is universally accepted as the premier measure of a professional chauffer's effectiveness, and is a factor to determine priority for offering referrals to contractors.

2) **UNIFORM**

- a) black tuxedo or black two or three-piece suit,
- b) clean pressed long sleeved white tuxedo or dress shirt,
- c) black conservative well-polished shoes,
- d) black socks
- e) black bow tie or long tie

3) **VEHICLE**

- a) clean, well-maintained vehicle
- b) interior and exterior of vehicle thoroughly cleaned at a minimum of once per day
- c) vehicle shall be tidy and uncluttered inside when boarding each client.
- d) vehicle to remain non-smoking at all times.

4) **AIRPORT STANDARDS** While operating under this Agreement, Contractor agrees to adhere to the **PORT of Seattle "Ground Transportation Operator's Manual"** regulations, a copy of which is given to Contractor at the time of execution of this Agreement.

- a) **EQUIPMENT:** "Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside."
- b) **OPERATOR CONDUCT:** "Company shall, at all times when on duty, be in proper uniform, be neatly and cleanly dressed, conduct themselves in an exemplary manner, be courteous and polite to the public and Port employees, and not engage in any raucous or offensive conduct."
- c) Contractor agrees to comply with Port access and staging area procedures.
- d) Contractor and Company agree there shall be no tolerance for soliciting clients at the airport.



(c) Contractor will receive referrals to transport clients and/or baggage via Company's reservation and referral center. When transporting clients referred by the Company, Contractor agrees to comply with Company procedures for efficient use of communication devices (cell phone, pager, radio), as well as other applicable Company operational procedures.

(d) Contractor agrees to inform Company immediately upon the occurrence or knowledge of a customer service complaint, grievance, dispute or criticism of service provided, regardless if directed at the Contractor or Company.

(e) Contractor agrees to reimburse the Company for any client refunds for deficient service when responsibility for the deficiency is deemed to be the responsibility of the Contractor.

## **11. COLLECTION OF CUSTOMER FARES**

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(a) Contractor acknowledges that subject to its obligation to pay the Company the Charges described in Section 12(b), all fares paid by customers whether paid to Contractor in cash or otherwise ("Contractor Collected Fares"), or paid directly to Company or its affiliates (credit card reservations, direct bill accounts, vouchers) shall be, and remain the property of, the Contractor.

- (b) In transporting clients pursuant to this Agreement,
- 1) Contractor agrees to charge only those tariffs / fares assigned and approved by Company and no variation is allowed unless authorized by the Company (i.e.: fuel surcharges).
  - 2) If Contractor overcharges a client and the Company is therefore required to make a refund, Contractor agrees to reimburse the Company the amount of the refund.
  - 3) Nothing herein shall limit Contractor's ability to charge different tariffs or fares when Contractor transports clients outside of this Agreement.
  - 4) Fuel surcharge funds belong to the Contractor and are not included when calculating fees owed to the Company.

(c) **Contractor Collected Fares** Contractor acknowledges that Contractor Collected Fares shall be deemed to have been received by Contractor and are subject to fee charges described in Section 12(b) and the appropriate Appendix. Contractor shall be responsible for collecting from customers all Contractor Collected Fares and any applicable tariffs.

(d) **Company Collected Fares** For prepaid reservations such as Pre-paid Credit Card fares, Direct Bill accounts, and Vouchers, the Company shall be responsible for collecting Customer Fares. Company collected fares shall be deemed to have been received by Company as agent for the Contractor.

(e) **Signed Receipts** Contractor must obtain signed receipts for all prepaid transactions. If a signed receipt is not obtained, Contractor will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection with the charge-back.

- (f) **Point of Sale Device** Contractor may use a Point of Sale (POS) device, if available from Company, for all Contractor Collected credit card transactions. If a POS Device is available, but not used,
- 1) Contractor will forfeit 100% of any fare charged back or denied plus any fees levied in connection with such charge back.
  - 2) Company may implement a 5% handling fee on all non-POS credit card charges.

(g) **Customer Service Incident** In the event any Credit Card Collected fare is denied by a customer due to a deficient service incident on the part of the Contractor, the Contractor shall bear the loss of fare plus processing and handling fees.

(h) **Credit Card Processing** Company shall process credit card charges for all Customer Fares including Contractor Collected Fares. Fees for this service are included in the fee identified in the appropriate Appendix.

## **12. PAYMENT TERMS AND CONDITIONS**

### **(a) INVOICES**

- 1) Contractor shall submit to the Company, within 48 hours of the day on which service is rendered, a Company-supplied invoice form confirming all clients carried showing:
  - a. contractor identification,
  - b. vehicle identification,
  - c. vehicle miles traveled,
  - d. client names,
  - e. destination address(s),
  - f. beginning & ending time for each trip,
  - g. fare,
  - h. form of fare payment.
- 2) Contractor shall list all fares collected each day, both collected by the Contractor and collected via electronic payment by the Company as Contractor's agent, along with an accounting of such Contractor Collected Fares.
- 3) Incomplete invoices will be returned to the Contractor and considered as not submitted.
- 4) In the event the Contractor's Invoices are not delivered to the Company within 48 hours of the day on which the services were rendered, Company may immediately cease referring clients to Contractor and Contractor will immediately cease operations under this Agreement until the Invoices are delivered to the Company and all fares are reconciled.
- 5) Invoices submitted to the Company after the 48-hour delivery limit may be subject to a handling fee from the Company's accounting department.

**(b) Contractor agrees to pay Referral Fees** as outlined on the appropriate Appendix for use of the Licensed Property and in consideration of the referral services performed by the Company.

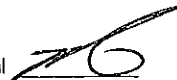
**(c) Contractor shall be deemed to be in breach of this Agreement and it may be terminated**

- 1) within 30 days of delivery of notice to Contractor of Contractor's failure to pay on a timely basis any sums stipulated in this Agreement,
- 2) within 30 days of delivery of notice to Contractor of Contractor's failure to remit any accurate daily invoice pursuant to Section 12(a),
- 3) immediately upon Contractor's submission of a falsified or inaccurate invoice.

**(d) Both parties reserve the right to invoice the other for unexpected or extraordinary costs incurred in connection with providing service for the Company or to the Company's clients.**

### **(e) FINANCIAL SETTLEMENT**

- 1) For all work performed from the beginning of the 1st day of each month through the end of the 15th day of each month, Contractor shall receive a financial settlement on the 25th day of the month.
- 2) For all work performed from the beginning of the 16th day of the month through the end of the last day of each month, Contractor shall receive a financial settlement on the 10th day of the following month.
- 3) Should the 10th or 25th day of any month fall on a weekend day or holiday, **settlement may be made on the first business day after the 10th or 25th.**
- 4) **Invoices not submitted within 48 hours of the end of a settlement period will not be paid until the following settlement period and Contractor will be charged an accounting handling fee.**
- 5) **The Company may offset against the settlement: amounts payable to Contractor, or any and all amounts owed by Contractor to the Company.**



### **13. TERMINATION OF AGREEMENT**

---

(a) The Company does not tolerate unwelcome or offensive behavior, or conduct which creates a hostile work environment among independent contractors, management, or Company employees. Referrals will be withheld and the Agreement terminated with contractors who are unable to behave accordingly.

(b) This Agreement may be terminated if any of the following conditions:

- 1) **Thirty (30) day written notice** from either party to the other after the initial three month term.
- 2) **Contractor driving behavior matches events listed in the behavioral safety program Section 9(a).**
- 3) **Contractor compromising the safety or security of a client; or commission or omission of an act which results in harm or injury to any person, or which substantially increased the risk thereof.**
- 4) Immediately upon any of the following:
  - a. **failure to submit to or pass any scheduled or random drug, alcohol or chemical test required by any local, state, or federal agency.**
  - b. **closure of Contractor's Washington State UBI account,**  
(Closure determined by checking status on WA Dept. of Revenue website Business List.)
  - c. **failure to maintain any of the insurance requirements of this Agreement.**
  - d. **failure to maintain L&I Industrial Insurance coverage within 30 days of quarter end.**  
(Lapse determined by account status as listed on WA Dept. of L&I website Account Status report.)
  - e. **failure to provide or use a vehicle meeting all Washington State, PORT, DOL, and insurance requirements under this Agreement.**
  - f. **suspension, termination, revocation, or interruption of any license, permit or certificate required for Contractor's operations under this Agreement.**
  - g. **tampering with any Safety Device (eg: Drive Cam)**
  - h. **violation of any local, state or federal law, rule or regulation applicable to Contractor's operations pursuant to the terms of this Agreement.**
  - i. **acquiescence or complicity in the use of Contractor's vehicle in connection with any criminal offense.**
- 5) **Failure to comply with terms of this Agreement within five (5) days notice of non-compliance or request for written confirmation of compliance.**
- 6) **Immediately upon assignment of this Agreement by Contractor, whether voluntary or by operation of law or otherwise, without prior written approval by the Company. Contractor shall not be deemed to have assigned the Agreement merely by hiring or using others to assist Contractor in the performance of the Agreement provided Contractor maintains control and responsibility for those persons used by Contractor, and Contractor complies with the provisions in Section 1(j).**
- 7) **Automatic termination after three (3) months of business inactivity or lack of communication between Company and Contractor.**
- 8) In the event it becomes **impossible for either party to perform** under this Agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this Agreement will be terminated without liability to the defaulting party.

(c) Upon either party serving notice of cancellation or non-renewal:

- 1) Company will immediately **discontinue offering transportation referrals to Contractor.**
- 2) Contractor will upon effective date **discontinue all operations** under this Agreement.
- 3) Contractor will forthwith **return to the Company's premises all Company equipment** including but not limited to radio transceivers, pagers, and all documents containing the Company name.
- 4) Contractor will immediately **cease use of Company logo, insignia, trade marks and service marks.**



- 5) Contractor will immediately cease any identification as an independent contractor working in conjunction with the Company, including but not limited to websites, business cards, phone messages, credentials, or any other method which suggests a business relationship with the Company.
- 6) Removal of Drive Cam unit to be immediately returned to Company in good operating condition.
- 7) Contractor at his/her own expense, will immediately modify Contractor's vehicle in a manner which no longer suggests or indicates a connection with the Company. Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(d) Should Contractor fail or refuse to make the aforementioned delivery of Company equipment and documents, Contractor will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(e) Upon termination or expiration of this Agreement, the Company has the right to notify all applicable regulatory agencies that the Contractor is no longer operating under this Agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

(f) It is agreed by the Company and Contractor that any waiver by the Company of a right to terminate under this Agreement relating to any particular act, omission or incident, will not constitute a waiver of the right to terminate under any other provision.

#### **14. CONTRACT MANAGEMENT**

---

(a) **GOVERNING LAW** This Agreement will be governed by and construed in accordance with the laws of the State of Washington. To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this Agreement or renders any provision unenforceable in any respect.

(b) **SEVERABILITY** In the event that any portion of this Agreement is found to be invalid or unenforceable, such provision will be considered deleted from the Agreement and will not invalidate the remaining portion.

(c) **PRONOUNS** The pronouns used in this Agreement when referring to the Contractor shall be lawful and binding regardless of whether the Contractor is a partnership, LLC, or sole proprietorship.

(d) **BINDING EFFECT** This Agreement will be binding on the parties, their successors and assigns.

(e) **NOTICES**

- 1) Any and all notices required under this Agreement to be given from either party to the other will be deemed to have been given upon personal delivery of the notice, or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows:

To the Company at:	800 SW 16 <sup>th</sup> Street, Renton, WA 98057
To Contractor at:	address listed in Appendix B (or as modified by written or electronic notice per Line 2 of this Paragraph)

- 2) Contractor agrees to notify the Company's Limousine Operation Manager of any change in address, phone number, cell phone number, e-mail address, or vehicle information within 24 hours of the change.

(f) **ENTIRE AGREEMENT** This written Agreement and its Appendices constitute the entire Agreement between Contractor and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this Agreement or the obligations of Contractor or the Company to each other.



**(g) MODIFICATION** This Agreement may not be modified except by written agreement between both parties.

**(h) PREVIOUS AGREEMENT(S)** This Agreement supersedes any previous Independent Contractor Agreements between Contractor and the Company. Any prior independent contractor agreements between the parties are revoked.

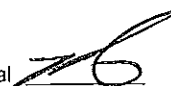
**(i) ATTORNEY'S FEES** In the event that the Company is required to institute or defend any action or equity brought against or by Contractor arising out of this Agreement or otherwise, Contractor agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

**(j) MEDIATION AND ARBITRATION**

- 1) If there arises any dispute concerning the terms or implementation of this Agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the party receiving said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").
- 2) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with section 14.(j).3 below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 14.(j).1 above.
- 3) Except as provided in sections 14(j)1 and (j)2, and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this Agreement or any alleged breach of it, including any issues pertaining to the habitability of such controversy or claim and any claim that this Agreement or any part of it is invalid, illegal, or otherwise avoidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

**(k) WAIVER**

- 1) No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Contractor under this Agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence.
- 2) Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this Agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.



**15. SIGNATURE PAGE**

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS CAREFULLY READ, UNDERSTANDS, AND AGREES WITH ALL THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT, AND THAT IN EXECUTING THIS AGREEMENT HAS HAD THE OPPORTUNITY TO RELY ON LEGAL ADVICE FROM AN INDEPENDENT ATTORNEY OF CONTRACTOR'S CHOICE SO THAT THE TERMS OF THIS AGREEMENT AND THEIR CONSEQUENCES COULD HAVE BEEN FULLY EXPLAINED TO CONTRACTOR BY AN ATTORNEY, AND HAS EITHER OBTAINED SUCH INDEPENDENT COUNSEL, OR FREELY, VOLUNTARILY AND KNOWINGLY WAIVES SUCH RIGHT.

Executed on this 25 day of MAY, 2012

CONTRACTOR'S SIGNATURE

By: 

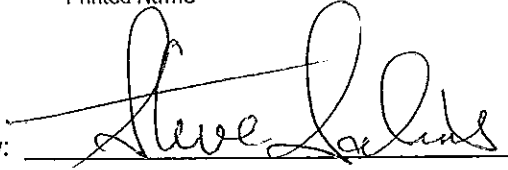
North West Limos

Company Name or dba

Paul Goodenough

Printed Name

COMPANY SIGNATURE:

By: 

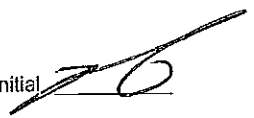
on behalf of Shuttle Express, Inc.

Steve Salins

Printed Name

Manager, Limousine Operation

Title

Contractor Initial 



APPENDIX A

VERIFY INDEPENDENT CONTRACTOR STATUS

Independent Contractor: Please write, in your own handwriting, the following:

I, \_\_\_\_\_ (insert your name), have read this Agreement and wish to provide services as an Independent Contractor to Shuttle Express, Inc.


I, Paul Goodenough, have read this agreement and wish to provide services as an independent contractor to Shuttle Express, Inc.

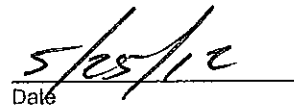
I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits provided by the Company.

I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either worker's compensation or Unemployment Compensation Benefits provided by the Company.

I am self-employed and I am responsible for my own taxes.

I am self-employed and I am responsible for my own taxes.

  
Independent Contractor Signature

  
Date

APPENDIX B

CONTRACTOR CONTACT INFORMATION

Independent Contractor agrees to give written or electronic notice to the Company Limousine Operations Manager of any changes in the information below within 24 hours of the change.

Prior to July 26, 2012

After August 1, 2012

Attention: Steve Salins  
via e-mail: ssalins@shuttleexpress.net  
via FAX: 425-981-7071  
via phone: 425-981-7013

Attention: Devin Sherrell  
via e-mail: dsherrell@shuttleexpress.net  
via FAX: 425-981-7071  
via phone: 425-981-7069

Contractor's Name: Goode Paul H  
Last First Middle

Home Address: 3403 227th St Ct E  
Address Unit or Apt. #

Spanaway WA 98387  
City State ZIP

Home Phone: \_\_\_\_\_

Cell Phone: (253) 255-8810

E-mail: paulslimo@gmail.com  
paulgoode@73@1

APPENDIX C

FEES and CHARGES PAID TO COMPANY

Independent Contractor agrees to pay the Company:

Item	Rate	Contract Obligation	Frequency	Contractor Initial
Marketing, Reservation, Credit Card Processing & Referral Fee	<u>40</u> % (38% when working overnight)	<u>40</u> %	% of Customer Fares (as per Section 11)	<u>z6</u>
Recurrent Safety Seminars	\$ 10.00	\$ <u>10.00</u>	per Hour (Group)	<u>z6</u>
	\$ 30.00	\$ <u>30.00</u>	per Hour (Individual)	
Modular Certification Seminars	Market Value		(varies w/ Seminar)	<u>z6</u>

for Shuttle Express, Inc.

Steve Salins  
Signature

Steve Salins  
Printed Name

5/25/12  
Date

Independent Contractor

Paul Goodenough  
Signature

Paul Goodenough  
Printed Name

5/25/12  
Date



11/21/2012

SHUTTLE EXPRESS  
Rebecca Carpio  
800 SW 16TH ST  
RENTON, WA 98057

**SUBJECT: RANDOM DRUG TESTING POOL PARTICIPATION CERTIFICATION**

TO WHOM IT MAY CONCERN:

This letter certifies that **KAMALJIT SINGH**

is currently enrolled in a random drug testing pool patterned after CFR 49 Part 40 as required by WAC 308-83-140-1(h) at Alliance 2020, Inc.

Sincerely

Minna Faulkes  
Drug Testing Coordinator

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>02/25/2013</b>
PRODUCER  <b>Key Insurance, LLC</b> 5200 Southcenter Blvd Suite 110 Tukwila, WA 98188	Phone: (206)420-4270	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED  <b>Kamal Jit Singh</b> DBA A-1 Limo Ride 16230 34th Ave South Seattle, WA 98188	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: <b>Knightbrook Insurance Company</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC #

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>A</b>	<b>Y</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>APP001749</b>	<b>02/27/2013</b>	<b>02/27/2014</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,500,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>UIM</b>	OTHER	<b>APP001749</b>	<b>02/27/2013</b>	<b>02/27/2014</b>	<b>100/300/50</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Certificate holder is named as additional insured**  
**2007 LINCOLN 1L1FM88W77Y621086**  
**2006 BMW WBAHN83516DT62959**

<p><b>CERTIFICATE HOLDER</b></p> <p><b>Shuttle Express Inc</b>                  800 SW 16th ST                  Renton, WA 98057</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;">(KKY)</p>
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# INDEPENDENT CONTRACTOR AGREEMENT

Revised May 21, 2012

Effective Date

MAY 24, 2012

This Agreement made in the Town of Renton, County of King, and State of Washington,

between SHUTTLE EXPRESS, Inc. ("Company"), and

KAMAL FIT BIDGM

("Contractor") UBI Number: 602.621.469

## SECTIONS

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**STATEMENT of FACTS and INTENT**

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The Company and Contractor seek to establish a working relationship in which both parties work in cooperation for their mutual benefit while maintaining separate independent business identities.

The Company holds necessary operating authority for passenger transportation operations from the Washington Utilities and Transportation Commission ("WUTC"), the Washington Department of Licensing ("DOL"), and the Port of Seattle Airport ("PORT").

The Company has an office and dispatch system which allows a Contractor to comply with Washington State law (RCW 46-72A.020) which authorizes limousine operators to pick up ONLY clients who are prearranged. Prearrangement is verified if dispatched through an office.

The Company has a proprietary marketing and reservation system capable of gathering, sorting, and referring work to the those who can perform the transportation movements needed to satisfy client's requests.

The Company holds the right to use certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising to attract customers for transportation service (the "licensed property").

The Contractor seeks referrals to perform transportation services and is willing and able to accept referrals from the Company according to the terms and conditions set forth in this Agreement.

IT IS THE INTENT of the parties to combine their individual capabilities and resources, working together to provide complete luxury transportation service to clients.

THEREFORE, the parties agree as follows:

**1. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

---

(a) Contractor and Company acknowledge and agree that **there does not exist between them the relationship of employer-employee or master-servant, either express or implied.** This Agreement is not a contract of employment, hire or apprenticeship. Contractor affirms that he or she is a self-employed person, engaged in an independently established business of the same nature as the services Contractor agrees to provide under the terms of this Agreement.

(b) **This Agreement is non-exclusive.** Contractor is free to advertise, solicit, and present himself/herself to the public as available to perform transportation services. Contractor may sell transportation services to other companies, and Company may buy transportation services from other contractors.

(c) Contractor understands and agrees that as a self-employed person, **Contractor is NOT eligible for employee benefits, including Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. Contractor will not be treated as an employee of the Company for any purpose, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal or State income tax withholding at source.**

(d) **Contractor assumes complete responsibility for payment of self-employment and Federal and State income taxes.** Company will not withhold any taxes or make any payment, either federal or state, on behalf of Contractor.

(e) Although Contractor is not and shall not in any manner claim to be an employee of the Company, the **Company is the sole holder of all licenses, agreements and authorizations** from any and all federal, state and other regulatory bodies, except for requirements of Contractor enumerated in subsequent sections herein.

(f) **Contractor represents himself/herself to be a licensed and professional transportation provider who does not require training from the Company, and which the Company will not provide.**

- (g) Contractor will supply vehicle, and all equipment required to accomplish the work in a professional manner.
- (h) Contractor is financially responsible to pay all expenses associated with transporting clients referred by Company, including fees paid to the Company for services rendered in referring the work.
- (i) If Contractor operates as a PARTNERSHIP or limited liability company (LLC), all contractors, partners, and LLC members (individually and collectively), shall sign and be subject to all portions of this Agreement.
- (j) Contractor may not assign or subcontract any rights or obligations under this agreement. Notwithstanding the foregoing, Contractor may manage referrals by using employees. Under those circumstances:
  - 1) Contractor remains fully responsible for the performance of all obligations under Agreement, whether the work is performed by Contractor or Contractor's employee(s),
  - 2) Use of employees shall not result in a material increase in risk to the Company
  - 3) Employee(s) are obligated to comply with qualifications and performance standards under this agreement.
- (k) If Contractor enters into an EMPLOYMENT RELATIONSHIP with anyone, Contractor shall be solely responsible to:
  - 1) set wages, benefits, hours and working conditions for any such employee;
  - 2) furnish full and complete Worker's Compensation Insurance coverage for all such employees at Contractor's own expense, during the entire period of this Agreement ;
  - 3) pay all required wages for said employees;
  - 4) withhold all required taxes and to pay all required contributions with respect to said employees;
  - 5) comply with all laws relating to Contractor's employees; and
  - 6) enter into a written employment agreement with such employees that incorporates relevant terms of this Agreement.
  - 7) Prior to permitting any employee of Contractor to accept referrals or perform any services under the terms of this Agreement, Contractor shall provide the Company with a certificate showing in force the requisite Workers' Compensation Insurance for Contractor's employees. The certificate shall list the Company as a certificate holder to be given notice in the event of termination or cancellation of such coverage.

**2. INDEPENDENT CONTRACTOR DISCRETION**

- (a) Except as may be required by applicable law and regulations outside of Company's control, Contractor has absolute discretion of determining the manner and means of accomplishing the performance of services rendered.
- (b) Contractor is under no obligation to accept any referral offered by the Company, but once a Contractor accepts a referral, Contractor agrees to service the referred work.
- (c) Contractor may not utilize Company licensed property, symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company unless Contractor is performing services under this Agreement.
- (d) Nothing herein prohibits Contractor from performing services that are not restricted by this Agreement.
- (e) Contractor may choose to contract with Company to guarantee availability to accept referrals on specified days and hours mutually agreed to by both parties.
- (f) Contractor may perform services under this Agreement at any time during the term or any extension(s) of it.



### **3. TERM**

---

- (a) The initial term of this Agreement shall commence upon its effective date and continue for three (3) months.
- (b) Upon expiration of the initial term, this Agreement shall automatically renew on the same terms and conditions from month to month unless either party serves 30-day written notice of termination to the other. \$200 penalty if either party terminates without cause with less than 30-day written notice.

### **4. USE OF COMPANY TRADE MARKS**

---

- (a) Contractor agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Contractor, are solely and exclusively the property of the Company.
- (b) Contractor shall not use Company's name, trade mark, trade name, service mark or phone number in any type advertising without express written permission from the Company.
- (c) Company may reimburse Contractor in whole or part (upon agreement) for advertising the Company or Company services (eg: XCAR license plate, license plate frame). Any such advertising to be immediately removed upon termination of this Agreement.

### **5. CONTRACTOR OBLIGATIONS**

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- (a) Prior to operating under this Agreement, Contractor agrees to provide Company, at Contractor's expense, written confirmation or copy of:
- 1) Current valid **Washington State Drivers License**
  - 2) **DMV 3 year Driving Record** – to be updated yearly
  - 3) Current valid **DOT Medical Card**
  - 4) **Drug screening** with negative result
  - 5) **Unified Business Identifier - Washington State UBI registration**
  - 6) **Washington State L&I Occupational Accident insurance coverage**. Compliance with this requirement will be monitored quarterly through the State L&I website.
  - 7) **Washington State Limousine Carrier (business) License**
  - 8) **Vehicle Liability Insurance** in compliance with Washington State Limousine requirements and Section 7(b) below.
  - 9) **Washington State Vehicle Limousine Certificate**
  - 10) **Seattle-Tacoma Airport Ground Transportation Permit**
  - 11) **Business License from City of office location** (if required) and other cities which may require such license
  - 12) Any other Licenses as required by the Port of Seattle, Washington State Department of Licensing, Washington State Department of Transportation, Washington State Department of Revenue, or Washington Utilities and Transportation Commission.
- (b) Prior to operating under this Agreement, Contractor shall provide written certification to the Company that Contractor complies with the chauffeur criteria set forth in RCW 46.72A.

(c) Prior to operating under this Agreement, Contractor shall successfully complete, at Contractor's expense, a Company orientation course (NOT training) which includes but is not limited to:

- 1) Company Safety Policies and Accident Procedures
- 2) Company Types of Service
- 3) Company Fare Collection procedures
- 4) Company Text/Pager Messages & Interpretation
- 5) Company Accounting Functions
- 6) Company Office Orientation
- 7) Procedures at SeaTac Airport Ground Transportation Plaza

(d) Contractor shall pay all fees required to legally operate as a limousine carrier: airport fees, state, county, port, or city licenses, vehicle inspection fees, WUTC fees, DOL fees, or any other fees required. Contractor agrees to provide written evidence of such payments to the Company if requested.

(e) Contractor agrees to comply with all regulations and standards issued by the Port of Seattle, which are incorporated herein by this reference, applicable to Contractor's operations under this Agreement. Contractor hereby acknowledges receipt of the Port of Seattle "Ground Transportation Operator's Manual."

(f) Contractor agrees to:

- 1) Maintain a separate set of books or records that reflect all items of income and expenses of Contractor's business, and upon demand verify compliance to the Company.
- 2) File a schedule of expenses with the Internal Revenue Service at the appropriate applicable filing periods, and file a Schedule C federal income tax return. Company will provide Contractor with a Form 1099 yearly as required.
- 3) Obtain a Unified Business Identifier (UBI) number and maintain an open account with the State Department of Revenue for the payment of all required state taxes. Contractor agrees to provide Company written evidence of compliance with this provision. Compliance with this provision will be monitored from the Washington State Department of Revenue website Business List.

(g) **CONFIDENTIALITY**

- 1) The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company. Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality.
- 2) Breach of this confidentiality provision by Contractor or any partner will be grounds for immediate cancellation of this Agreement.

(h) **NON - COMPETE**

- 1) Contractor agrees that clients developed through Company marketing efforts, advertising, and sales will be served through the Company reservation system. Contractor agrees not to solicit nor make sales overtures of any kind to such clients which may encourage Company clients to deal directly with Contractor in lieu of making travel arrangements through the Company.
- 2) The Company agrees to maintain a "Preferred Driver" program which allows a client to designate Contractor as their preferred driver within the Company reservation database. If so designated, the Company agrees to refer all travel by that client to Contractor. Contractor maintains the option of refusing a preferred driver referral, in which case the Company will refer that single transfer only to another chauffeur.
- 3) Nothing in this section precludes Contractor from marketing and developing their own clientele for their own business.
- 4) Should Contractor, for reasons which benefit Contractor, choose to use the Company's reservation system to manage a Contractor's client, the Company will rebate a finders fee upon invoice from the Contractor for each use. Contractor agrees to insure that such a reservation is clearly labeled to indicate the client has been developed by Contractor's sales and marketing efforts.

## **6. COMPLIANCE WITH LAW AND REGULATIONS**

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### **(a) COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS**

- 1) Throughout the term of this Agreement and any extension(s) of it, Contractor shall possess and maintain all required licenses, permits and certificates necessary for lawful operation under this Agreement; including but not limited to current Washington driver's license, current vehicle registration, evidence of title to vehicle, chauffeur credential, charter license if required; and Contractor shall provide Company with current copies of all such licenses, certificates and permits. Contractor shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license permit or certificate.
- 2) Contractor and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including but not limited to:
  - a. various port, federal, state, county and municipal statutes and regulations.
  - b. all portions of DOL Code of Federal Regulations (CFR), Washington Department of Licensing (DOL), RCW laws relating to Limousine Carriers, applicable Federal Motor Carrier Safety Administration (FMCSA) regulations, and Washington State Patrol (WSP) regulations and reviews.
- 3) Compliance with all hours of service regulations including DOL 49 CFR Part 395 specifying:
  - a. Minimum 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time.
  - b. Maximum 60 hours work and/or drive time within any 7 consecutive days.
- 4) Contractor agrees to adhere at all times to all Port regulations (Port of Seattle Airport Operations Ground Transportation Operations Manual). The PORT OPS Manual may be revised from time to time.

### **(b) COMPLIANCE WITH FEDERAL, STATE, AND LOCAL FINANCIAL REPORTING**

- 1) Contractor acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operating under this Agreement. Contractor further understands that the Company, as holder of the necessary operating authorities, is required by law to file
  - a. an annual report with the DOL and PORT; and
  - b. returns disclosing gross passenger revenues received by all Contractors,The Company may be required to pay fees in connection with these reports.
- 2) In the event of an audit by any overseeing authority of either the Company and/or Contractor, Contractor agrees to make available to the Company all records and documents relating to the operation of the vehicle under this Agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company to the appropriate regulatory body.
- 3) Contractor agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Contractor to report gross revenues or other required information to the Company.

## **7. INDEMNIFICATION AND INSURANCE**

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### **(a) INDEMNIFICATION**

- 1) Contractor shall indemnify and hold Company harmless from any liability resulting from
  - a. the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Contractor's vehicle
  - b. Contractor's failure to comply with his or her obligations under this Agreement.
- 2) Contractor agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or cost resulting from Contractor's actions or unauthorized use of the licensed property.
- 3) Contractor agrees to obtain, at Contractor's sole cost and expense, any and all applicable insurance coverages required by the State of Washington, the Washington Utilities and Transportation Commission (WUTC), the Port of Seattle (PORT), or other regulatory bodies -- including the Company's insurance carrier.
- 4) Contractor assumes complete responsibility for operation of the vehicle and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Contractor's vehicle and/or the handling or transportation of clients, luggage or items by Contractor or any partner during the term of this Agreement or any extension(s) of it.
- 5) In addition the Contractor will indemnify the Company and/or any regulatory agency for the following:
  - a. Reasonable attorneys' fees, costs and/or expenses of litigation.
  - b. Injury or damage to or loss of property.
  - c. Injury, disease or death of any person.
  - d. Damage to third parties arising out of the theft, destruction or vandalism of Contractor's vehicle.
  - e. Violations of any statutes, laws, ordinances, rules, requirements or regulations.
- 6) Contractor expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Contractor's vehicle including without limitation to personal or commercial use provided for or not in this Agreement.

### **(b) VEHICLE INSURANCE.**

- 1) During the term of this Agreement and any extension(s) of it, Contractor agrees to provide and maintain in full force and effect, at Contractor's sole expense, policies of commercial automobile insurance having limits of coverage not less than required by the State of Washington and the Port of Seattle, both currently \$1,050,000 combined single limit (CSL), and meeting limits as may be required by other agencies regulating commercial auto transportation services .
- 2) Insurance carrier to be rated "A-" or better by A.M. Best.
- 3) Such insurance policies will endorse the Company and others as required as additional insureds and shall provide prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration of the policy. Prior to operating under this Agreement and from time to time as requested by the Company, Contractor agrees to provide written evidence satisfactory to the Company that such insurance is in full force and effect.
- 4) Contractor agrees to execute a Release of Notice of Pending Default directing Contractor's insurance agent to provide early notice to the Company of any notices of pending default on the insurance policy.
- 5) Contractor, and any partner(s) or LLC members if applicable, shall provide written evidence of dual coverage and of full compliance with paragraphs (1), (2), and (3) above.
- 6) Contractor's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Contractor of any obligation under this Agreement.

- 7) Current proof of insurance evidencing effective coverage in accordance with this Agreement will be present in the vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for immediate cancellation of this Agreement.

**(c) "WORKERS' COMPENSATION" or "L&I" INDUSTRIAL INSURANCE**

- 1) Contractor agrees to make provision for, to maintain and keep in full force, Contractor's own Industrial Insurance issued by the State of Washington Department of Labor and Industries. Currently L&I law mandates premium payment by the owner of the vehicle used for limousine transportation.
- 2) Contractor agrees to provide the Company with written evidence of Washington State Elective Industrial Insurance protection immediately upon application, and thereafter on a quarterly basis via the L&I website. (Website is to list account as "Current" within 30 days of end of applicable quarter.)

**(d) CLAIM OR SUIT**

- 1) If a claim is made or suit brought against Contractor arising from Contractor's operations under this Agreement, Contractor agrees to forward immediately to the Company every demand, notice, summons or other process received by Contractor.
- 2) Contractor agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

**8. VEHICLE SPECIFICATIONS, STANDARDS, AND MAINTENANCE**

**(a) Contractor's vehicle shall meet State of Washington specifications required by WAC Chapter 308-837-010 (12) and shall be approved by the Port of Seattle, other regulating agencies, or insurance carriers in order for Contractor to operate throughout the term of this Agreement and any extension(s) of it.**

**(b) Contractor and Contractor's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to:**

- 1) Daily pre and post trip driver inspection.
- 2) Periodic inspection at least once per year by a qualified inspector as per DOL 49CFR, part 396 and FMCSA part 396.
- 3) PORT periodic inspections for cleanliness, proper equipment, good appearance, safe operating condition, violation of any laws and ordinances, or PORT rules and regulations.

**(c) As required by Company insurance carriers, Vehicle to be equipped with a Drive Cam unit per Section 9(d) at all times while operating under this Agreement.**

**(d) Contractor shall have sole responsibility to maintain and pay for all operating costs of vehicles used to perform transportation services under this Agreement. Nothing in this Agreement prohibits Contractor, at their option, from hiring the Company's shop to perform vehicle maintenance.**

**(e) Contractor authorizes Company to inspect the vehicle at any time to verify compliance with this section.**

**(f) The Company may immediately cease referrals to Contractor in the event Contractor's vehicle fails to comply with all portions of this section.**

## 9. SAFETY & ACCIDENT POLICIES and PROCEDURES

To continue the safe-driving reputation, established with customers over two decades of operation, the Company maintains the following behavioral safety standard instituted by the Company's insurance carrier.

**(a) SAFETY LIMITS** This Agreement will be terminated if Contractor's driving behavior reaches the following behavioral limits within the specified time period.

<u>Within any Time Period of:</u>	<u>Behavior / Event</u>
1 month	5 Preventable Drive Cam events
3 months	13 Preventable Drive Cam events (“Preventable Drive Cam” = Observed behavior which, in different circumstances, may lead to collision or injury to persons)
12 months	2 Preventable Collisions; or (“Preventable” = Driver did NOT take all reasonable actions to avoid collision) 2 Moving violations (including photo enforcement); or 2 Unacceptable driving observations or rides; or 3 Verified safety complaints; or Any combination of two of the above.
24 months	3 Preventable collisions, 3 Moving violations, 6 Verified safety complaints
Any time / single event	Seat Belt not worn by everyone in a moving vehicle Unreported collision or unreported moving violation DUI / DWI conviction Single Serious Moving Violation (defined by Commercial Motor Vehicle Safety Act): <ul style="list-style-type: none"><li>• Speeding – 15 mph or more over limit</li><li>• Reckless driving</li><li>• Disobeying stop sign or traffic signal</li><li>• Improper lane change</li><li>• Following too close</li><li>• Aggressive driving</li><li>• Preventable collision involving the above, or irresponsible behavior</li></ul>

**(b) ACCIDENT PROCEDURE** If Contractor's vehicle is involved in or contributes to any accident, injury, or property damage,

- 1) Contractor agrees to report such accident or incident IMMEDIATELY to the Company.  
("Accident" is defined as "any contact with anything or contacted by anything.")
- 2) Contractor agrees to submit to the Company a complete Company Accident Report and a Drive Cam event, if available, prior to finishing the working day.
- 3) Contractor agrees to cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense.
- 4) Contractor agrees to submit to the Company copies of any legal papers relating to any accident or legal claim involving any clients, their possessions and/or the vehicle.
- 5) Contractor agrees to indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Contractor's failure to provide notification of an accident as specified by this Agreement.

**(c) SAFETY SEMINARS** As required by Company insurance carriers, Contractor agrees to attend quarterly safety seminars at Contractor's expense; may be satisfied at any certified safety institute approved by the insurance carrier. Should Contractor fail to attend two consecutive quarterly safety seminars, Contractor may not be offered referrals until a safety seminar is successfully completed with an instructor certified by a known recognized safety program.

**(d) DRIVE CAM**

- 1) As required by Company insurance carriers, Contractor agrees that vehicle shall be equipped with a Drive Cam unit at all times while operating under this Agreement.
- 2) Contractor agrees to download the Drive Cam unit weekly (7 days) even if no events are recorded on the unit. (A "recorded event" is indicated by a red light on the Drive Cam unit.)
- 3) Tampering in any way with the installation or operation of a Drive Cam unit will result in immediate termination of this Agreement.

**(e) DRIVING CITATIONS** Should the Contractor, any partner or employee, receive any citation or notice of violation of any law or regulation in connection with the operation of any vehicle, Contractor, partner or employee shall immediately notify the Company and provide copies of all reports, citations or notices and cooperate fully with the Company in any investigation

**10. CUSTOMER SERVICE STANDARDS**

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**(a) CHAUFFEUR STANDARDS** While operating under this Agreement, Contractor agrees to perform chauffeur services in a manner consistent with universally accepted professional chauffeur standards, procedures, and behavior. Universally accepted chauffeur standards are found in nationally used chauffeur training programs such as:

- Tom Mazza Consulting: "Ultimate Chauffeur Training" Video Series.
- LCT Magazine & Scott Metzger's Executive Chauffeuring School Training Program (established 1983)

Additionally, Port of Seattle SeaTac airport's operating standards are prescribed in the following document"

- Port of Seattle "Ground Transportation Operator's Manual"

**(b)** Universally accepted chauffeur standards and behavior from these sources include, but are not limited to:

1) **ON-TIME**

- a) Contractor and Company agree that, within safety considerations, on-time arrival is paramount. The "On-Time Arrival" standard is universally accepted as the premier measure of a professional chauffer's effectiveness, and is a factor to determine priority for offering referrals to contractors.

2) **UNIFORM**

- a) black tuxedo or black two or three-piece suit,
- b) clean pressed long sleeved white tuxedo or dress shirt,
- c) black conservative well-polished shoes,
- d) black socks
- e) black bow tie or long tie

3) **VEHICLE**

- a) clean, well-maintained vehicle
- b) interior and exterior of vehicle thoroughly cleaned at a minimum of once per day
- c) vehicle shall be tidy and uncluttered inside when boarding each client.
- d) vehicle to remain non-smoking at all times.

4) **AIRPORT STANDARDS** While operating under this Agreement, Contractor agrees to adhere to the PORT of Seattle "Ground Transportation Operator's Manual" regulations, a copy of which is given to Contractor at the time of execution of this Agreement.

- a) **EQUIPMENT:** "Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside."
- b) **OPERATOR CONDUCT:** "Company shall, at all times when on duty, be in proper uniform, be neatly and cleanly dressed, conduct themselves in an exemplary manner, be courteous and polite to the public and Port employees, and not engage in any raucous or offensive conduct."
- c) Contractor agrees to comply with Port access and staging area procedures.
- d) Contractor and Company agree there shall be no tolerance for soliciting clients at the airport.

(c) Contractor will receive referrals to transport clients and/or baggage via Company's reservation and referral center. When transporting clients referred by the Company, Contractor agrees to comply with Company procedures for efficient use of communication devices (cell phone, pager, radio), as well as other applicable Company operational procedures.

(d) Contractor agrees to inform Company immediately upon the occurrence or knowledge of a customer service complaint, grievance, dispute or criticism of service provided, regardless if directed at the Contractor or Company.

(e) Contractor agrees to reimburse the Company for any client refunds for deficient service when responsibility for the deficiency is deemed to be the responsibility of the Contractor.

## **11. COLLECTION OF CUSTOMER FARES**

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(a) Contractor acknowledges that subject to its obligation to pay the Company the Charges described in Section 12(b), all fares paid by customers whether paid to Contractor in cash or otherwise ("Contractor Collected Fares"), or paid directly to Company or its affiliates (credit card reservations, direct bill accounts, vouchers) shall be, and remain the property of, the Contractor.

(b) In transporting clients pursuant to this Agreement,

- 1) Contractor agrees to charge only those tariffs / fares assigned and approved by Company and no variation is allowed unless authorized by the Company (i.e.: fuel surcharges).
- 2) If Contractor overcharges a client and the Company is therefore required to make a refund, Contractor agrees to reimburse the Company the amount of the refund.
- 3) Nothing herein shall limit Contractor's ability to charge different tariffs or fares when Contractor transports clients outside of this Agreement.
- 4) Fuel surcharge funds belong to the Contractor and are not included when calculating fees owed to the Company.

(c) **Contractor Collected Fares** Contractor acknowledges that Contractor Collected Fares shall be deemed to have been received by Contractor and are subject to fee charges described in Section 12(b) and the appropriate Appendix. Contractor shall be responsible for collecting from customers all Contractor Collected Fares and any applicable tariffs.

(d) **Company Collected Fares** For prepaid reservations such as Pre-paid Credit Card fares, Direct Bill accounts, and Vouchers, the Company shall be responsible for collecting Customer Fares. Company collected fares shall be deemed to have been received by Company as agent for the Contractor.

(e) **Signed Receipts** Contractor must obtain signed receipts for all prepaid transactions. If a signed receipt is not obtained, Contractor will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection with the charge-back.

(f) **Point of Sale Device** Contractor may use a Point of Sale (POS) device, if available from Company, for all Contractor Collected credit card transactions. If a POS Device is available, but not used,

- 1) Contractor will forfeit 100% of any fare charged back or denied plus any fees levied in connection with such charge back.
- 2) Company may implement a 5% handling fee on all non-POS credit card charges.

(g) **Customer Service Incident** In the event any Credit Card Collected fare is denied by a customer due to a deficient service incident on the part of the Contractor, the Contractor shall bear the loss of fare plus processing and handling fees.

(h) **Credit Card Processing** Company shall process credit card charges for all Customer Fares including Contractor Collected Fares. Fees for this service are included in the fee identified in the appropriate Appendix.



## **12. PAYMENT TERMS AND CONDITIONS**

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### **(a) INVOICES**

- 1) Contractor shall submit to the Company, within 48 hours of the day on which service is rendered, a Company-supplied invoice form confirming all clients carried showing:
  - a. contractor identification,
  - b. vehicle identification,
  - c. vehicle miles traveled,
  - d. client names,
  - e. destination address(s),
  - f. beginning & ending time for each trip,
  - g. fare,
  - h. form of fare payment.
- 2) Contractor shall list all fares collected each day, both collected by the Contractor and collected via electronic payment by the Company as Contractor's agent, along with an accounting of such Contractor Collected Fares.
- 3) Incomplete invoices will be returned to the Contractor and considered as not submitted.
- 4) In the event the Contractor's Invoices are not delivered to the Company within 48 hours of the day on which the services were rendered, Company may immediately cease referring clients to Contractor and Contractor will immediately cease operations under this Agreement until the Invoices are delivered to the Company and all fares are reconciled.
- 5) Invoices submitted to the Company after the 48-hour delivery limit may be subject to a handling fee from the Company's accounting department.

**(b) Contractor agrees to pay Referral Fees** as outlined on the appropriate Appendix for use of the Licensed Property and in consideration of the referral services performed by the Company.

**(c) Contractor shall be deemed to be in breach of this Agreement and it may be terminated**

- 1) within 30 days of delivery of notice to Contractor of Contractor's failure to pay on a timely basis any sums stipulated in this Agreement,
- 2) within 30 days of delivery of notice to Contractor of Contractor's failure to remit any accurate daily invoice pursuant to Section 12(a),
- 3) immediately upon Contractor's submission of a falsified or inaccurate invoice.

**(d) Both parties reserve the right to invoice the other for unexpected or extraordinary costs incurred** in connection with providing service for the Company or to the Company's clients.

### **(e) FINANCIAL SETTLEMENT**

- 1) For all work performed from the beginning of the 1st day of each month through the end of the 15th day of each month, Contractor shall receive a financial settlement on the 25th day of the month.
- 2) For all work performed from the beginning of the 16th day of the month through the end of the last day of each month, Contractor shall receive a financial settlement on the 10th day of the following month.
- 3) Should the 10th or 25th day of any month fall on a weekend day or holiday, **settlement may be made on the first business day after the 10th or 25th.**
- 4) **Invoices not submitted within 48 hours of the end of a settlement period will not be paid until the following settlement period and Contractor will be charged an accounting handling fee.**
- 5) The Company may offset against the settlement: amounts payable to Contractor, or any and all amounts owed by Contractor to the Company.

### **13. TERMINATION OF AGREEMENT**

(a) The Company does not tolerate unwelcome or offensive behavior, or conduct which creates a hostile work environment among independent contractors, management, or Company employees. Referrals will be withheld and the Agreement terminated with contractors who are unable to behave accordingly.

(b) This Agreement may be terminated if any of the following conditions:

- 1) **Thirty (30) day written notice** from either party to the other after the initial three month term.
- 2) **Contractor driving behavior matches events listed in the behavioral safety program Section 9(a).**
- 3) **Contractor compromising the safety or security of a client; or commission or omission of an act which results in harm or injury to any person, or which substantially increased the risk thereof.**
- 4) Immediately upon any of the following:
  - a. **failure to submit to or pass any scheduled or random drug, alcohol or chemical test required by any local, state, or federal agency.**
  - b. **closure of Contractor's Washington State UBI account,**  
(Closure determined by checking status on WA Dept. of Revenue website Business List.)
  - c. **failure to maintain any of the insurance requirements of this Agreement.**
  - d. **failure to maintain L&I Industrial Insurance coverage within 30 days of quarter end.**  
(Lapse determined by account status as listed on WA Dept. of L&I website Account Status report.)
  - e. **failure to provide or use a vehicle meeting all Washington State, PORT, DOL, and insurance requirements under this Agreement.**
  - f. **suspension, termination, revocation, or interruption of any license, permit or certificate required for Contractor's operations under this Agreement.**
  - g. **tampering with any Safety Device (eg: Drive Cam)**
  - h. **violation of any local, state or federal law, rule or regulation applicable to Contractor's operations pursuant to the terms of this Agreement.**
  - i. **acquiescence or complicity in the use of Contractor's vehicle in connection with any criminal offense.**
- 5) **Failure to comply with terms of this Agreement within five (5) days notice of non-compliance or request for written confirmation of compliance.**
- 6) **Immediately upon assignment of this Agreement by Contractor, whether voluntary or by operation of law or otherwise, without prior written approval by the Company. Contractor shall not be deemed to have assigned the Agreement merely by hiring or using others to assist Contractor in the performance of the Agreement provided Contractor maintains control and responsibility for those persons used by Contractor, and Contractor complies with the provisions in Section 1(j).**
- 7) **Automatic termination after three (3) months of business inactivity or lack of communication between Company and Contractor.**
- 8) **In the event it becomes impossible for either party to perform under this Agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this Agreement will be terminated without liability to the defaulting party.**

(c) Upon either party serving notice of cancellation or non-renewal:

- 1) Company will immediately **discontinue offering transportation referrals** to Contractor.
- 2) Contractor will upon effective date **discontinue all operations** under this Agreement.
- 3) Contractor will forthwith **return to the Company's premises all Company equipment** including but not limited to radio transceivers, pagers, and all documents containing the Company name.
- 4) Contractor will immediately **cease use of Company logo, insignia, trade marks and service marks.**

- 5) Contractor will immediately cease any identification as an independent contractor working in conjunction with the Company, including but not limited to websites, business cards, phone messages, credentials, or any other method which suggests a business relationship with the Company.
- 6) Removal of Drive Cam unit to be immediately returned to Company in good operating condition.
- 7) Contractor at his/her own expense, will immediately modify Contractor's vehicle in a manner which no longer suggests or indicates a connection with the Company. Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(d) Should Contractor fail or refuse to make the aforementioned delivery of Company equipment and documents, Contractor will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(e) Upon termination or expiration of this Agreement, the Company has the right to notify all applicable regulatory agencies that the Contractor is no longer operating under this Agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

(f) It is agreed by the Company and Contractor that any waiver by the Company of a right to terminate under this Agreement relating to any particular act, omission or incident, will not constitute a waiver of the right to terminate under any other provision.

#### **14. CONTRACT MANAGEMENT**

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(a) **GOVERNING LAW** This Agreement will be governed by and construed in accordance with the laws of the State of Washington. To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this Agreement or renders any provision unenforceable in any respect.

(b) **SEVERABILITY** In the event that any portion of this Agreement is found to be invalid or unenforceable, such provision will be considered deleted from the Agreement and will not invalidate the remaining portion.

(c) **PRONOUNS** The pronouns used in this Agreement when referring to the Contractor shall be lawful and binding regardless of whether the Contractor is a partnership, LLC, or sole proprietorship.

(d) **BINDING EFFECT** This Agreement will be binding on the parties, their successors and assigns.

(e) **NOTICES**

- 1) Any and all notices required under this Agreement to be given from either party to the other will be deemed to have been given upon personal delivery of the notice, or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows:

To the Company at:	800 SW 16 <sup>th</sup> Street, Renton, WA 98057
To Contractor at:	address listed in Appendix B (or as modified by written or electronic notice per Line 2 of this Paragraph)

- 2) Contractor agrees to notify the Company's Limousine Operation Manager of any change in address, phone number, cell phone number, e-mail address, or vehicle information within 24 hours of the change.

(f) **ENTIRE AGREEMENT** This written Agreement and its Appendices constitute the entire Agreement between Contractor and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this Agreement or the obligations of Contractor or the Company to each other.

**(g) MODIFICATION** This Agreement may not be modified except by written agreement between both parties.

**(h) PREVIOUS AGREEMENT(S)** This Agreement supersedes any previous Independent Contractor Agreements between Contractor and the Company. Any prior independent contractor agreements between the parties are revoked.

**(i) ATTORNEY'S FEES** In the event that the Company is required to institute or defend any action or equity brought against or by Contractor arising out of this Agreement or otherwise, Contractor agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

**(j) MEDIATION AND ARBITRATION**

- 1) If there arises any dispute concerning the terms or implementation of this Agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the party receiving said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").
  
- 2) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with section 14.(j).3 below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 14.(j).1 above.
  
- 3) Except as provided in sections 14(j)1 and (j)2, and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this Agreement or any alleged breach of it, including any issues pertaining to the habitability of such controversy or claim and any claim that this Agreement or any part of it is invalid, illegal, or otherwise avoidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

**(k) WAIVER**

- 1) No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Contractor under this Agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence.
  
- 2) Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this Agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.

**15. SIGNATURE PAGE**

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS CAREFULLY READ, UNDERSTANDS, AND AGREES WITH ALL THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT, AND THAT IN EXECUTING THIS AGREEMENT HAS HAD THE OPPORTUNITY TO RELY ON LEGAL ADVICE FROM AN INDEPENDENT ATTORNEY OF CONTRACTOR'S CHOICE SO THAT THE TERMS OF THIS AGREEMENT AND THEIR CONSEQUENCES COULD HAVE BEEN FULLY EXPLAINED TO CONTRACTOR BY AN ATTORNEY, AND HAS EITHER OBTAINED SUCH INDEPENDENT COUNSEL, OR FREELY, VOLUNTARILY AND KNOWINGLY WAIVES SUCH RIGHT.

Executed on this 21 day of MAY, 2012

CONTRACTOR'S SIGNATURE

By: Kamaljit Singh

A-1 LIMO RIDE

Company Name or dba

KAMAL JIT SINGH

Printed Name

COMPANY SIGNATURE:

By: Steve Salins

on behalf of Shuttle Express, Inc.

Steve Salins

Printed Name

Manager, Limousine Operation

Title

APPENDIX A

VERIFY INDEPENDENT CONTRACTOR STATUS

Independent Contractor: Please write, in your own handwriting, the following:

I, KAMAL SINGH (insert your name), have read this Agreement and wish to provide services as an Independent Contractor to Shuttle Express, Inc.

KAMAL JIT SINGH have read this agreement and  
wish to provide services as an independent  
contractor to Shuttle Express, INC

I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits provided by the Company.

I acknowledge that I am not an employee of  
Shuttle Express, Inc., and agree that, as an independent  
contractor, I am not entitled to either worker's  
compensation or Unemployment Compensation Benefits  
provided by the company.

I am self-employed and I am responsible for my own taxes.

I am self-employed and i am responsible  
for my own taxes.

Kamaljit Singh  
Independent Contractor Signature

5-24-12  
Date

APPENDIX B

CONTRACTOR CONTACT INFORMATION

Independent Contractor agrees to give written or electronic notice to the Company Limousine Operations Manager of any changes in the information below within 24 hours of the change.

Prior to July 26, 2012

Attention: Steve Salins  
via e-mail: ssalins@shuttleexpress.net  
via FAX 425-981-7071  
via phone 425-981-7013

After August 1, 2012

Attention Devin Sherrell  
via e-mail: dsherrell@shuttleexpress.net  
via FAX 425-981-7071  
via phone 425-981-7069

Contractor's Name: KAMAL SINGH KAMAL J  
Last First Middle

Home Address: 16230 34th AVE SO.  
Address Unit or Apt. #

SEATTLE WA 98188  
City State ZIP

Home Phone: 206-243-3243

Cell Phone: 206-290-1517

E-mail: RSHALER@yahoo.com

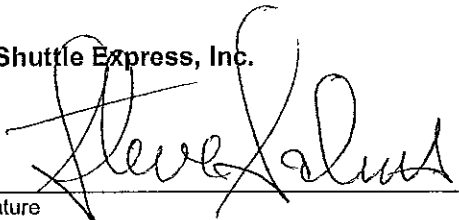
APPENDIX C

FEES and CHARGES PAID TO COMPANY

Independent Contractor agrees to pay the Company:

Item	Rate	Contract Obligation	Frequency	Contractor Initial
Marketing, Reservation, Credit Card Processing & Referral Fee	<u>40</u> % (38% when working overnight)	<u>40</u> %	% of Customer Fares (as per Section 11)	<u>K-S</u>
Recurrent Safety Seminars	\$ 10.00 \$ 30.00	\$ <u>10.00</u> \$ <u>30.00</u>	per Hour (Group) per Hour (Individual)	<u>K-S</u>
Modular Certification Seminars	Market Value		(varies w/ Seminar)	<u>K-S</u>

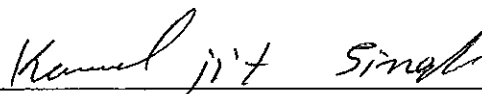
for Shuttle Express, Inc.

  
Signature

Steve Salins  
Printed Name

5/23/12  
Date

Independent Contractor

  
Signature

KAMAL JIT SINGH  
Printed Name

5-24-12  
Date



08/22/2012

Chandler's Limousine Service  
Scott Chandler  
13623 128th Ave NE  
Kirkland, WA 98034

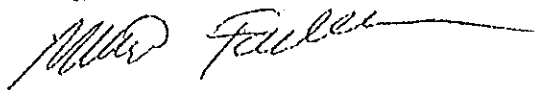
**SUBJECT: RANDOM DRUG TESTING POOL PARTICIPATION CERTIFICATION**

**TO WHOM IT MAY CONCERN:**

This letter certifies that **SCOTT CHANDLER**

is currently enrolled in a random drug testing pool patterned after CFR 49 Part 40 as required by WAC 308-83-140-1(h) at Alliance 2020, Inc.

Sincerely



Minna Faulkes  
Drug Testing Coordinator

**Rebecca Carpio**

---

**From:** Donna Whittemore [donna@harveyinsurance.net]

**Sent:** Wednesday, December 04, 2013 3:00 PM

**To:** rcarpio@shuttleexpress.net

**Subject:** Prince O Eniola & Cynthia M Eniola dba: Omega Towncar Services

effective 12/2/13 Scott Joseph Chandler has been added as a driver to Prince O Eniola & Cynthia M Eniola dba: Omega Towncar Services.

Let me know if you have any questions. Thank you

--

Donna Whittemore

Castle Insurance Associates LLC dba: Harvey Insurance Associates

125 E Main Street, Suite 101, Monroe, WA 98272

phone 360-794-8118 fax 360-794-1625



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
6/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Harvey Insurance Associates</b> 125 E Main Street, Suite 101 Monroe, WA 98272	CONTACT NAME: <b>Donna Whittemore</b>	
	PHONE (A/C, No, Ext): <b>360-794-8118</b> FAX (A/C, No): <b>360-794-1625</b> E-MAIL ADDRESS: <b>Donna@harveyinsurance.net</b>	
INSURED <b>Prince O Eniola &amp; Cynthia M Eniola</b> dba: <b>Omega Towncar Services</b> 15129 Admiralty Way Unit A1 Lynnwood, WA 98087	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: <b>Northland Insurance Co</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y	TP259486	6/29/2013	6/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,050,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In WA) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is named as Additional Insured  
RE: 2010 Lincoln Navigator #5LMJJ3J52AEJ09988, 2010 Mercedes S550 #WDDNG7BB9AA295903 & 2005 Lincoln Towncar Sedan #1LNHM82W55Y634352 ✓

CERTIFICATE HOLDER <b>Shuttle Express</b> 800 SW 16th St Renton, WA 98057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# INDEPENDENT CONTRACTOR AGREEMENT

Revised May 21, 2012

Effective Date

MAY 21, 2012

This Agreement made in the Town of Renton, County of King, and State of Washington,

between SHUTTLE EXPRESS, Inc. ("Company"), and

Scott Chandler

("Contractor") UBI Number: 603 141 900

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## **STATEMENT of FACTS and INTENT**

The Company and Contractor seek to establish a working relationship in which both parties work in cooperation for their mutual benefit while maintaining separate independent business identities.

The Company holds necessary operating authority for passenger transportation operations from the Washington Utilities and Transportation Commission ("WUTC"), the Washington Department of Licensing ("DOL"), and the Port of Seattle Airport ("PORT").

The Company has an office and dispatch system which allows a Contractor to comply with Washington State law (RCW 46-72A.020) which authorizes limousine operators to pick up ONLY clients who are prearranged. Prearrangement is verified if dispatched through an office.

The Company has a proprietary marketing and reservation system capable of gathering, sorting, and referring work to the those who can perform the transportation movements needed to satisfy client's requests.

The Company holds the right to use certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising to attract customers for transportation service (the "licensed property").

The Contractor seeks referrals to perform transportation services and is willing and able to accept referrals from the Company according to the terms and conditions set forth in this Agreement.

IT IS THE INTENT of the parties to combine their individual capabilities and resources, working together to provide complete luxury transportation service to clients.

THEREFORE, the parties agree as follows:

### **1. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

(a) Contractor and Company acknowledge and agree that **there does not exist between them the relationship of employer-employee or master-servant, either express or implied.** This Agreement is not a contract of employment, hire or apprenticeship. Contractor affirms that he or she is a self-employed person, engaged in an independently established business of the same nature as the services Contractor agrees to provide under the terms of this Agreement.

(b) **This Agreement is non-exclusive.** Contractor is free to advertise, solicit, and present himself/herself to the public as available to perform transportation services. Contractor may sell transportation services to other companies, and Company may buy transportation services from other contractors.

(c) Contractor understands and agrees that as a self-employed person, **Contractor is NOT eligible for employee benefits, including Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. Contractor will not be treated as an employee of the Company for any purpose, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal or State income tax withholding at source.**

(d) **Contractor assumes complete responsibility for payment of self-employment and Federal and State income taxes.** Company will not withhold any taxes or make any payment, either federal or state, on behalf of Contractor.

(e) Although Contractor is not and shall not in any manner claim to be an employee of the Company, the **Company is the sole holder of all licenses, agreements and authorizations from any and all federal, state and other regulatory bodies, except for requirements of Contractor enumerated in subsequent sections herein.**

(f) **Contractor represents himself/herself to be a licensed and professional transportation provider who does not require training from the Company, and which the Company will not provide.**

- (g) Contractor will supply vehicle, and all equipment required to accomplish the work in a professional manner.
- (h) Contractor is financially responsible to pay all expenses associated with transporting clients referred by Company, including fees paid to the Company for services rendered in referring the work.
- (i) If Contractor operates as a PARTNERSHIP or limited liability company (LLC), all contractors, partners, and LLC members (individually and collectively), shall sign and be subject to all portions of this Agreement.
- (j) Contractor may not assign or subcontract any rights or obligations under this agreement. Notwithstanding the foregoing, Contractor may manage referrals by using employees. Under those circumstances:
- 1) Contractor remains fully responsible for the performance of all obligations under Agreement, whether the work is performed by Contractor or Contractor's employee(s),
  - 2) Use of employees shall not result in a material increase in risk to the Company
  - 3) Employee(s) are obligated to comply with qualifications and performance standards under this agreement.
- (k) If Contractor enters into an EMPLOYMENT RELATIONSHIP with anyone, Contractor shall be solely responsible to:
- 1) set wages, benefits, hours and working conditions for any such employee;
  - 2) furnish full and complete Worker's Compensation Insurance coverage for all such employees at Contractor's own expense, during the entire period of this Agreement ;
  - 3) pay all required wages for said employees;
  - 4) withhold all required taxes and to pay all required contributions with respect to said employees;
  - 5) comply with all laws relating to Contractor's employees; and
  - 6) enter into a written employment agreement with such employees that incorporates relevant terms of this Agreement.
  - 7) **Prior to permitting any employee of Contractor to accept referrals or perform any services under the terms of this Agreement, Contractor shall provide the Company with a certificate showing in force the requisite Workers' Compensation Insurance for Contractor's employees. The certificate shall list the Company as a certificate holder to be given notice in the event of termination or cancellation of such coverage.**

## **2. INDEPENDENT CONTRACTOR DISCRETION**

- (a) Except as may be required by applicable law and regulations outside of Company's control, Contractor has absolute discretion of determining the manner and means of accomplishing the performance of services rendered.
- (b) Contractor is under no obligation to accept any referral offered by the Company, but once a Contractor accepts a referral, Contractor agrees to service the referred work.
- (c) Contractor may not utilize Company licensed property, symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company unless Contractor is performing services under this Agreement.
- (d) Nothing herein prohibits Contractor from performing services that are not restricted by this Agreement.
- (e) Contractor may choose to contract with Company to guarantee availability to accept referrals on specified days and hours mutually agreed to by both parties.
- (f) Contractor may perform services under this Agreement at any time during the term or any extension(s) of it.

### **3. TERM**

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- (a) The initial term of this Agreement shall commence upon its effective date and continue for three (3) months.
- (b) Upon expiration of the initial term, this Agreement shall automatically renew on the same terms and conditions from month to month unless either party serves 30-day written notice of termination to the other. \$200 penalty if either party terminates without cause with less than 30-day written notice.

### **4. USE OF COMPANY TRADE MARKS**

---

- (a) Contractor agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Contractor, are solely and exclusively the property of the Company.
- (b) Contractor shall not use Company's name, trade mark, trade name, service mark or phone number in any type advertising without express written permission from the Company.
- (c) Company may reimburse Contractor in whole or part (upon agreement) for advertising the Company or Company services (eg: XCAR license plate, license plate frame). Any such advertising to be immediately removed upon termination of this Agreement.

### **5. CONTRACTOR OBLIGATIONS**

---

- (a) Prior to operating under this Agreement, Contractor agrees to provide Company, at Contractor's expense, written confirmation or copy of:
- 1) Current valid Washington State Drivers License
  - 2) DMV 3 year Driving Record – to be updated yearly
  - 3) Current valid DOT Medical Card
  - 4) Drug screening with negative result
  - 5) Unified Business Identifier - Washington State UBI registration
  - 6) Washington State L&I Occupational Accident insurance coverage. Compliance with this requirement will be monitored quarterly through the State L&I website.
  - 7) Washington State Limousine Carrier (business) License
  - 8) Vehicle Liability Insurance in compliance with Washington State Limousine requirements and Section 7(b) below.
  - 9) Washington State Vehicle Limousine Certificate
  - 10) Seattle-Tacoma Airport Ground Transportation Permit
  - 11) Business License from City of office location (if required) and other cities which may require such license
  - 12) Any other Licenses as required by the Port of Seattle, Washington State Department of Licensing, Washington State Department of Transportation, Washington State Department of Revenue, or Washington Utilities and Transportation Commission.
- (b) Prior to operating under this Agreement, Contractor shall provide written certification to the Company that Contractor complies with the chauffeur criteria set forth in RCW 46.72A.

(c) Prior to operating under this Agreement, Contractor shall successfully complete, at Contractor's expense, a Company orientation course (NOT training) which includes but is not limited to:

- 1) Company Safety Policies and Accident Procedures
- 2) Company Types of Service
- 3) Company Fare Collection procedures
- 4) Company Text/Pager Messages & Interpretation
- 5) Company Accounting Functions
- 6) Company Office Orientation
- 7) Procedures at SeaTac Airport Ground Transportation Plaza

(d) Contractor shall pay all fees required to legally operate as a limousine carrier: airport fees, state, county, port, or city licenses, vehicle inspection fees, WUTC fees, DOL fees, or any other fees required. Contractor agrees to provide written evidence of such payments to the Company if requested.

(e) Contractor agrees to comply with all regulations and standards issued by the Port of Seattle, which are incorporated herein by this reference, applicable to Contractor's operations under this Agreement. Contractor hereby acknowledges receipt of the Port of Seattle "Ground Transportation Operator's Manual."

(f) Contractor agrees to:

- 1) Maintain a separate set of books or records that reflect all items of income and expenses of Contractor's business, and upon demand verify compliance to the Company.
- 2) File a schedule of expenses with the Internal Revenue Service at the appropriate applicable filing periods, and file a Schedule C federal income tax return. Company will provide Contractor with a Form 1099 yearly as required.
- 3) Obtain a Unified Business Identifier (UBI) number and maintain an open account with the State Department of Revenue for the payment of all required state taxes. Contractor agrees to provide Company written evidence of compliance with this provision. Compliance with this provision will be monitored from the Washington State Department of Revenue website Business List.

**(g) CONFIDENTIALITY**

- 1) The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company. Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality.
- 2) Breach of this confidentiality provision by Contractor or any partner will be grounds for immediate cancellation of this Agreement.

**(h) NON - COMPETE**

- 1) Contractor agrees that clients developed through Company marketing efforts, advertising, and sales will be served through the Company reservation system. Contractor agrees not to solicit nor make sales overtures of any kind to such clients which may encourage Company clients to deal directly with Contractor in lieu of making travel arrangements through the Company.
- 2) The Company agrees to maintain a "Preferred Driver" program which allows a client to designate Contractor as their preferred driver within the Company reservation database. If so designated, the Company agrees to refer all travel by that client to Contractor. Contractor maintains the option of refusing a preferred driver referral, in which case the Company will refer that single transfer only to another chauffeur.
- 3) Nothing in this section precludes Contractor from marketing and developing their own clientele for their own business.
- 4) Should Contractor, for reasons which benefit Contractor, choose to use the Company's reservation system to manage a Contractor's client, the Company will rebate a finders fee upon invoice from the Contractor for each use. Contractor agrees to insure that such a reservation is clearly labeled to indicate the client has been developed by Contractor's sales and marketing efforts.



## **6. COMPLIANCE WITH LAW AND REGULATIONS**

### **(a) COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS**

- 1) Throughout the term of this Agreement and any extension(s) of it, Contractor shall possess and maintain all required licenses, permits and certificates necessary for lawful operation under this Agreement; including but not limited to current Washington driver's license, current vehicle registration, evidence of title to vehicle, chauffeur credential, charter license if required; and Contractor shall provide Company with current copies of all such licenses, certificates and permits. Contractor shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license permit or certificate.
- 2) Contractor and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including but not limited to:
  - a. various port, federal, state, county and municipal statutes and regulations.
  - b. all portions of DOL Code of Federal Regulations (CFR), Washington Department of Licensing (DOL), RCW laws relating to Limousine Carriers, applicable Federal Motor Carrier Safety Administration (FMCSA) regulations, and Washington State Patrol (WSP) regulations and reviews.
- 3) Compliance with all hours of service regulations including DOL 49 CFR Part 395 specifying:
  - a. Minimum 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time.
  - b. Maximum 60 hours work and/or drive time within any 7 consecutive days.
- 4) Contractor agrees to adhere at all times to all Port regulations (Port of Seattle Airport Operations Ground Transportation Operations Manual). The PORT OPS Manual may be revised from time to time.

### **(b) COMPLIANCE WITH FEDERAL, STATE, AND LOCAL FINANCIAL REPORTING**

- 1) Contractor acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operating under this Agreement. Contractor further understands that the Company, as holder of the necessary operating authorities, is required by law to file
  - a. an annual report with the DOL and PORT; and
  - b. returns disclosing gross passenger revenues received by all Contractors,The Company may be required to pay fees in connection with these reports.
- 2) In the event of an audit by any overseeing authority of either the Company and/or Contractor, Contractor agrees to make available to the Company all records and documents relating to the operation of the vehicle under this Agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company to the appropriate regulatory body.
- 3) Contractor agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Contractor to report gross revenues or other required information to the Company.

## **7. INDEMNIFICATION AND INSURANCE**

---

### **(a) INDEMNIFICATION**

- 1) Contractor shall indemnify and hold Company harmless from any liability resulting from
  - a. the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Contractor's vehicle
  - b. Contractor's failure to comply with his or her obligations under this Agreement.
- 2) Contractor agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or cost resulting from Contractor's actions or unauthorized use of the licensed property.
- 3) Contractor agrees to obtain, at Contractor's sole cost and expense, any and all applicable insurance coverages required by the State of Washington, the Washington Utilities and Transportation Commission (WUTC), the Port of Seattle (PORT), or other regulatory bodies – including the Company's insurance carrier.
- 4) Contractor assumes complete responsibility for operation of the vehicle and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Contractor's vehicle and/or the handling or transportation of clients, luggage or items by Contractor or any partner during the term of this Agreement or any extension(s) of it.
- 5) In addition the Contractor will indemnify the Company and/or any regulatory agency for the following:
  - a. Reasonable attorneys' fees, costs and/or expenses of litigation.
  - b. Injury or damage to or loss of property.
  - c. Injury, disease or death of any person.
  - d. Damage to third parties arising out of the theft, destruction or vandalism of Contractor's vehicle.
  - e. Violations of any statutes, laws, ordinances, rules, requirements or regulations.
- 6) Contractor expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Contractor's vehicle including without limitation to personal or commercial use provided for or not in this Agreement.

### **(b) VEHICLE INSURANCE.**

- 1) During the term of this Agreement and any extension(s) of it, Contractor agrees to provide and maintain in full force and effect, at Contractor's sole expense, policies of commercial automobile insurance having limits of coverage not less than required by the State of Washington and the Port of Seattle, both currently \$1,050,000 combined single limit (CSL), and meeting limits as may be required by other agencies regulating commercial auto transportation services .
- 2) Insurance carrier to be rated "A-" or better by A.M. Best.
- 3) Such insurance policies will endorse the Company and others as required as additional insureds and shall provide prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration of the policy. Prior to operating under this Agreement and from time to time as requested by the Company, Contractor agrees to provide written evidence satisfactory to the Company that such insurance is in full force and effect.
- 4) Contractor agrees to execute a Release of Notice of Pending Default directing Contractor's insurance agent to provide early notice to the Company of any notices of pending default on the insurance policy.
- 5) Contractor, and any partner(s) or LLC members if applicable, shall provide written evidence of dual coverage and of full compliance with paragraphs (1), (2), and (3) above.
- 6) Contractor's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Contractor of any obligation under this Agreement.

- 7) Current proof of insurance evidencing effective coverage in accordance with this Agreement will be present in the vehicle at all times. Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for immediate cancellation of this Agreement.

**(c) ELECTIVE INDUSTRIAL INSURANCE ("WORKERS' COMPENSATION" or "L&I")**

- 1) Contractor agrees to make provision for, to maintain and keep in full force, Contractor's own Elective Industrial Insurance issued by the State of Washington Department of Labor and Industries. Currently L&I law mandates premium payment by the owner of the vehicle used for limousine transportation.
- 2) Contractor agrees to provide the Company with written evidence of Washington State Elective Industrial Insurance protection immediately upon application, and thereafter on a quarterly basis via the L&I website. (Website is to list account as "Current" within 30 days of end of applicable quarter.)

**(d) CLAIM OR SUIT**

- 1) If a claim is made or suit brought against Contractor arising from Contractor's operations under this Agreement, Contractor agrees to forward immediately to the Company every demand, notice, summons or other process received by Contractor.
- 2) Contractor agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

**8. VEHICLE SPECIFICATIONS, STANDARDS, AND MAINTENANCE**

- (a) Contractor's vehicle shall meet State of Washington specifications required by WAC Chapter 308-837-010 (12) and shall be approved by the Port of Seattle, other regulating agencies, or insurance carriers in order for Contractor to operate throughout the term of this Agreement and any extension(s) of it.
- (b) Contractor and Contractor's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to:
- 1) Daily pre and post trip driver inspection.
  - 2) Periodic inspection at least once per year by a qualified inspector as per DOL 49CFR, part 396 and FMCSA part 396.
  - 3) PORT periodic inspections for cleanliness, proper equipment, good appearance, safe operating condition, violation of any laws and ordinances, or PORT rules and regulations.
- (c) As required by Company insurance carriers, Vehicle to be equipped with a Drive Cam unit per Section 9(d) at all times while operating under this Agreement.
- (d) Contractor shall have sole responsibility to maintain and pay for all operating costs of vehicles used to perform transportation services under this Agreement. Nothing in this Agreement prohibits Contractor, at their option, from hiring the Company's shop to perform vehicle maintenance.
- (e) Contractor authorizes Company to inspect the vehicle at any time to verify compliance with this section.
- (f) The Company may immediately cease referrals to Contractor in the event Contractor's vehicle fails to comply with all portions of this section.

## 9. SAFETY & ACCIDENT POLICIES and PROCEDURES

To continue the safe-driving reputation, established with customers over two decades of operation, the Company maintains the following behavioral safety standard instituted by the Company's insurance carrier.

**(a) SAFETY LIMITS** This Agreement will be terminated if Contractor's driving behavior reaches the following behavioral limits within the specified time period.

<u>Within any Time Period of:</u>	<u>Behavior / Event</u>
1 month	5 Preventable Drive Cam events
3 months	13 Preventable Drive Cam events (*Preventable Drive Cam * = Observed behavior which, in different circumstances, may lead to collision or injury to persons)
12 months	2 Preventable Collisions; or (*Preventable* = Driver did NOT take all reasonable actions to avoid collision) 2 Moving violations (including photo enforcement); or 2 Unacceptable driving observations or rides; or 3 Verified safety complaints; or Any combination of two of the above.
24 months	3 Preventable collisions, 3 Moving violations, 6 Verified safety complaints
Any time / single event	Seat Belt not worn by everyone in a moving vehicle Unreported collision or unreported moving violation DUI / DWI conviction Single Serious Moving Violation (defined by Commercial Motor Vehicle Safety Act): <ul style="list-style-type: none"><li>• Speeding – 15 mph or more over limit</li><li>• Reckless driving</li><li>• Disobeying stop sign or traffic signal</li><li>• Improper lane change</li><li>• Following too close</li><li>• Aggressive driving</li><li>• Preventable collision involving the above, or irresponsible behavior</li></ul>

**(b) ACCIDENT PROCEDURE** If Contractor's vehicle is involved in or contributes to any accident, injury, or property damage,

- 1) Contractor agrees to report such accident or incident **IMMEDIATELY** to the Company.  
("Accident" is defined as "any contact with anything or contacted by anything.")
- 2) Contractor agrees to submit to the Company a complete Company Accident Report and a Drive Cam event, if available, prior to finishing the working day.
- 3) Contractor agrees to cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense.
- 4) Contractor agrees to submit to the Company copies of any legal papers relating to any accident or legal claim involving any clients, their possessions and/or the vehicle.
- 5) Contractor agrees to indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Contractor's failure to provide notification of an accident as specified by this Agreement.

**(c) SAFETY SEMINARS** As required by Company insurance carriers, Contractor agrees to attend quarterly safety seminars at Contractor's expense; may be satisfied at any certified safety institute approved by the insurance carrier. Should Contractor fail to attend two consecutive quarterly safety seminars, Contractor may not be offered referrals until a safety seminar is successfully completed with an instructor certified by a known recognized safety program.

**(d) DRIVE CAM**

- 1) As required by Company insurance carriers, Contractor agrees that vehicle shall be equipped with a Drive Cam unit at all times while operating under this Agreement.
- 2) Contractor agrees to download the Drive Cam unit weekly (7 days) even if no events are recorded on the unit. (A "recorded event" is indicated by a red light on the Drive Cam unit.)
- 3) Tampering in any way with the installation or operation of a Drive Cam unit will result in immediate termination of this Agreement.

**(e) DRIVING CITATIONS** Should the Contractor, any partner or employee, receive any citation or notice of violation of any law or regulation in connection with the operation of any vehicle, Contractor, partner or employee shall immediately notify the Company and provide copies of all reports, citations or notices and cooperate fully with the Company in any investigation

**10. CUSTOMER SERVICE STANDARDS**

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**(a) CHAUFFEUR STANDARDS** While operating under this Agreement, Contractor agrees to perform chauffeur services in a manner consistent with universally accepted professional chauffeur standards, procedures, and behavior. Universally accepted chauffeur standards are found in nationally used chauffeur training programs such as:

- Tom Mazza Consulting: "Ultimate Chauffeur Training" Video Series.
- LCT Magazine & Scott Metzger's Executive Chauffeuring School Training Program (established 1983)

Additionally, Port of Seattle SeaTac airport's operating standards are prescribed in the following document"

- Port of Seattle "Ground Transportation Operator's Manual "

**(b) Universally accepted chauffeur standards and behavior from these sources include, but are not limited to:**

**1) ON-TIME**

- a) Contractor and Company agree that, within safety considerations, on-time arrival is paramount. The "On-Time Arrival" standard is universally accepted as the premier measure of a professional chauffeur's effectiveness, and is a factor to determine priority for offering referrals to contractors.

**2) UNIFORM**

- a) black tuxedo or black two or three-piece suit,
- b) clean pressed long sleeved white tuxedo or dress shirt,
- c) black conservative well-polished shoes,
- d) black socks
- e) black bow tie or long tie

**3) VEHICLE**

- a) clean, well-maintained vehicle
- b) interior and exterior of vehicle thoroughly cleaned at a minimum of once per day
- c) vehicle shall be tidy and uncluttered inside when boarding each client.
- d) vehicle to remain non-smoking at all times.

**4) AIRPORT STANDARDS** While operating under this Agreement, Contractor agrees to adhere to the PORT of Seattle "Ground Transportation Operator's Manual" regulations, a copy of which is given to Contractor at the time of execution of this Agreement.

- a) **EQUIPMENT:** "Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside."
- b) **OPERATOR CONDUCT:** "Company shall, at all times when on duty, be in proper uniform, be neatly and cleanly dressed, conduct themselves in an exemplary manner, be courteous and polite to the public and Port employees, and not engage in any raucous or offensive conduct."
- c) Contractor agrees to comply with Port access and staging area procedures.
- d) Contractor and Company agree there shall be no tolerance for soliciting clients at the airport.

(c) Contractor will receive referrals to transport clients and/or baggage via Company's reservation and referral center. When transporting clients referred by the Company, Contractor agrees to comply with Company procedures for efficient use of communication devices (cell phone, pager, radio), as well as other applicable Company operational procedures.

(d) Contractor agrees to inform Company immediately upon the occurrence or knowledge of a customer service complaint, grievance, dispute or criticism of service provided, regardless if directed at the Contractor or Company.

(e) Contractor agrees to reimburse the Company for any client refunds for deficient service when responsibility for the deficiency is deemed to be the responsibility of the Contractor.

## **11. COLLECTION OF CUSTOMER FARES**

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(a) Contractor acknowledges that subject to its obligation to pay the Company the Charges described in Section 12(b), all fares paid by customers whether paid to Contractor in cash or otherwise ("Contractor Collected Fares"), or paid directly to Company or its affiliates (credit card reservations, direct bill accounts, vouchers) shall be, and remain the property of, the Contractor.

(b) In transporting clients pursuant to this Agreement,

- 1) Contractor agrees to charge only those tariffs / fares assigned and approved by Company and no variation is allowed unless authorized by the Company (i.e.: fuel surcharges).
- 2) If Contractor overcharges a client and the Company is therefore required to make a refund, Contractor agrees to reimburse the Company the amount of the refund.
- 3) Nothing herein shall limit Contractor's ability to charge different tariffs or fares when Contractor transports clients outside of this Agreement.
- 4) Fuel surcharge funds belong to the Contractor and are not included when calculating fees owed to the Company.

(c) **Contractor Collected Fares** Contractor acknowledges that Contractor Collected Fares shall be deemed to have been received by Contractor and are subject to fee charges described in Section 12(b) and the appropriate Appendix. Contractor shall be responsible for collecting from customers all Contractor Collected Fares and any applicable tariffs.

(d) **Company Collected Fares** For prepaid reservations such as Pre-paid Credit Card fares, Direct Bill accounts, and Vouchers, the Company shall be responsible for collecting Customer Fares. Company collected fares shall be deemed to have been received by Company as agent for the Contractor.

(e) **Signed Receipts** Contractor must obtain signed receipts for all prepaid transactions. If a signed receipt is not obtained, Contractor will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection with the charge-back.

(f) **Point of Sale Device** Contractor may use a Point of Sale (POS) device, if available from Company, for all Contractor Collected credit card transactions. If a POS Device is available, but not used,

- 1) Contractor will forfeit 100% of any fare charged back or denied plus any fees levied in connection with such charge back.
- 2) Company may implement a 5% handling fee on all non-POS credit card charges.

(g) **Customer Service Incident** In the event any Credit Card Collected fare is denied by a customer due to a deficient service incident on the part of the Contractor, the Contractor shall bear the loss of fare plus processing and handling fees.

(h) **Credit Card Processing** Company shall process credit card charges for all Customer Fares including Contractor Collected Fares. Fees for this service are included in the fee identified in the appropriate Appendix.

## **12. PAYMENT TERMS AND CONDITIONS**

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### **(a) INVOICES**

- 1) Contractor shall submit to the Company, within 48 hours of the day on which service is rendered, a Company-supplied invoice form confirming all clients carried showing:
  - a. contractor identification,
  - b. vehicle identification,
  - c. vehicle miles traveled,
  - d. client names,
  - e. destination address(s),
  - f. beginning & ending time for each trip,
  - g. fare,
  - h. form of fare payment.
- 2) Contractor shall list all fares collected each day, both collected by the Contractor and collected via electronic payment by the Company as Contractor's agent, along with an accounting of such Contractor Collected Fares.
- 3) Incomplete invoices will be returned to the Contractor and considered as not submitted.
- 4) In the event the Contractor's Invoices are not delivered to the Company within 48 hours of the day on which the services were rendered, Company may immediately cease referring clients to Contractor and Contractor will immediately cease operations under this Agreement until the Invoices are delivered to the Company and all fares are reconciled.
- 5) Invoices submitted to the Company after the 48-hour delivery limit may be subject to a handling fee from the Company's accounting department.

**(b) Contractor agrees to pay Referral Fees as outlined on the appropriate Appendix for use of the Licensed Property and in consideration of the referral services performed by the Company.**

**(c) Contractor shall be deemed to be in breach of this Agreement and it may be terminated**

- 1) within 30 days of delivery of notice to Contractor of Contractor's failure to pay on a timely basis any sums stipulated in this Agreement,
- 2) within 30 days of delivery of notice to Contractor of Contractor's failure to remit any accurate daily invoice pursuant to Section 12(a),
- 3) immediately upon Contractor's submission of a falsified or inaccurate invoice.

**(d) Both parties reserve the right to invoice the other for unexpected or extraordinary costs incurred in connection with providing service for the Company or to the Company's clients.**

### **(e) FINANCIAL SETTLEMENT**

- 1) For all work performed from the beginning of the 1st day of each month through the end of the 15th day of each month, Contractor shall receive a financial settlement on the 25th day of the month.
- 2) For all work performed from the beginning of the 16th day of the month through the end of the last day of each month, Contractor shall receive a financial settlement on the 10th day of the following month.
- 3) Should the 10th or 25th day of any month fall on a weekend day or holiday, settlement may be made on the first business day after the 10th or 25th.
- 4) Invoices not submitted within 48 hours of the end of a settlement period will not be paid until the following settlement period and Contractor will be charged an accounting handling fee.
- 5) The Company may offset against the settlement: amounts payable to Contractor, or any and all amounts owed by Contractor to the Company.

### 13. TERMINATION OF AGREEMENT

(a) The Company does not tolerate unwelcome or offensive behavior, or conduct which creates a hostile work environment among independent contractors, management, or Company employees. Referrals will be withheld and the Agreement terminated with contractors who are unable to behave accordingly.

(b) This Agreement may be terminated if any of the following conditions:

- 1) Thirty (30) day written notice from either party to the other after the initial three month term.
  - 2) Contractor driving behavior matches events listed in the behavioral safety program Section 9(a).
  - 3) Contractor compromising the safety or security of a client; or commission or omission of an act which results in harm or injury to any person, or which substantially increased the risk thereof.
  - 4) Immediately upon any of the following:
    - a. failure to submit to or pass any scheduled or random drug, alcohol or chemical test required by any local, state, or federal agency.
    - b. closure of Contractor's Washington State UBI account,  
(Closure determined by checking status on WA Dept. of Revenue website Business List.)
    - c. failure to maintain any of the insurance requirements of this Agreement.
    - d. failure to maintain L&I Industrial Insurance coverage within 30 days of quarter end.  
(Lapse determined by account status as listed on WA Dept. of L&I website Account Status report.)
    - e. failure to provide or use a vehicle meeting all Washington State, PORT, DOL, and insurance requirements under this Agreement.
    - f. suspension, termination, revocation, or interruption of any license, permit or certificate required for Contractor's operations under this Agreement.
    - g. tampering with any Safety Device (eg: Drive Cam)
    - h. violation of any local, state or federal law, rule or regulation applicable to Contractor's operations pursuant to the terms of this Agreement.
    - i. acquiescence or complicity in the use of Contractor's vehicle in connection with any criminal offense.
  - 5) Failure to comply with terms of this Agreement within five (5) days notice of non-compliance or request for written confirmation of compliance.
  - 6) Immediately upon assignment of this Agreement by Contractor, whether voluntary or by operation of law or otherwise, without prior written approval by the Company. Contractor shall not be deemed to have assigned the Agreement merely by hiring or using others to assist Contractor in the performance of the Agreement provided Contractor maintains control and responsibility for those persons used by Contractor, and Contractor complies with the provisions in Section 1(j).
  - 7) Automatic termination after three (3) months of business inactivity or lack of communication between Company and Contractor.
  - 8) In the event it becomes impossible for either party to perform under this Agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this Agreement will be terminated without liability to the defaulting party.
- (c) Upon either party serving notice of cancellation or non-renewal:
- 1) Company will immediately discontinue offering transportation referrals to Contractor.
  - 2) Contractor will upon effective date discontinue all operations under this Agreement.
  - 3) Contractor will forthwith return to the Company's premises all Company equipment including but not limited to radio transceivers, pagers, and all documents containing the Company name.
  - 4) Contractor will immediately cease use of Company logo, insignia, trade marks and service marks.



- 5) Contractor will immediately cease any identification as an independent contractor working in conjunction with the Company, including but not limited to websites, business cards, phone messages, credentials, or any other method which suggests a business relationship with the Company.
- 6) Removal of Drive Cam unit to be immediately returned to Company in good operating condition.
- 7) Contractor at his/her own expense, will immediately modify Contractor's vehicle in a manner which no longer suggests or indicates a connection with the Company. Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(d) Should Contractor fail or refuse to make the aforementioned delivery of Company equipment and documents, Contractor will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(e) Upon termination or expiration of this Agreement, the Company has the right to notify all applicable regulatory agencies that the Contractor is no longer operating under this Agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

(f) It is agreed by the Company and Contractor that any waiver by the Company of a right to terminate under this Agreement relating to any particular act, omission or incident, will not constitute a waiver of the right to terminate under any other provision.

#### **14. CONTRACT MANAGEMENT**

(a) **GOVERNING LAW** This Agreement will be governed by and construed in accordance with the laws of the State of Washington. To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this Agreement or renders any provision unenforceable in any respect.

(b) **SEVERABILITY** In the event that any portion of this Agreement is found to be invalid or unenforceable, such provision will be considered deleted from the Agreement and will not invalidate the remaining portion.

(c) **PRONOUNS** The pronouns used in this Agreement when referring to the Contractor shall be lawful and binding regardless of whether the Contractor is a partnership, LLC, or sole proprietorship.

(d) **BINDING EFFECT** This Agreement will be binding on the parties, their successors and assigns.

(e) **NOTICES**

- 1) Any and all notices required under this Agreement to be given from either party to the other will be deemed to have been given upon personal delivery of the notice, or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows:

To the Company at:	800 SW 16 <sup>th</sup> Street, Renton, WA 98057
To Contractor at:	address listed in Appendix B (or as modified by written or electronic notice per Line 2 of this Paragraph)

- 2) Contractor agrees to notify the Company's Limousine Operation Manager of any change in address, phone number, cell phone number, e-mail address, or vehicle information within 24 hours of the change.

(f) **ENTIRE AGREEMENT** This written Agreement and its Appendices constitute the entire Agreement between Contractor and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this Agreement or the obligations of Contractor or the Company to each other.

**(g) MODIFICATION** This Agreement may not be modified except by written agreement between both parties.

**(h) PREVIOUS AGREEMENT(S)** This Agreement supersedes any previous Independent Contractor Agreements between Contractor and the Company. Any prior independent contractor agreements between the parties are revoked.

**(i) ATTORNEY'S FEES** In the event that the Company is required to institute or defend any action or equity brought against or by Contractor arising out of this Agreement or otherwise, Contractor agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

**(j) MEDIATION AND ARBITRATION**

- 1) If there arises any dispute concerning the terms or implementation of this Agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the party receiving said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").
- 2) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with section 14.(j).3 below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 14.(j).1 above.
- 3) Except as provided in sections 14(j)1 and (j)2, and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this Agreement or any alleged breach of it, including any issues pertaining to the habitability of such controversy or claim and any claim that this Agreement or any part of it is invalid, illegal, or otherwise avoidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

**(k) WAIVER**

- 1) No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Contractor under this Agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence.
- 2) Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this Agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.

**15. SIGNATURE PAGE**

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS CAREFULLY READ, UNDERSTANDS, AND AGREES WITH ALL THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT, AND THAT IN EXECUTING THIS AGREEMENT HAS HAD THE OPPORTUNITY TO RELY ON LEGAL ADVICE FROM AN INDEPENDENT ATTORNEY OF CONTRACTOR'S CHOICE SO THAT THE TERMS OF THIS AGREEMENT AND THEIR CONSEQUENCES COULD HAVE BEEN FULLY EXPLAINED TO CONTRACTOR BY AN ATTORNEY, AND HAS EITHER OBTAINED SUCH INDEPENDENT COUNSEL, OR FREELY, VOLUNTARILY AND KNOWINGLY WAIVES SUCH RIGHT.

Executed on this 24 day of MAY 24, 2012

CONTRACTOR'S SIGNATURE

By: [Signature]  
Chandler's Limousine Service  
Company Name or dba  
Scott Chandler  
Printed Name

COMPANY SIGNATURE:

By: [Signature]  
on behalf of Shuttle Express, Inc.  
Steve Salins  
Printed Name  
Manager, Limousine Operation  
Title

APPENDIX A

VERIFY INDEPENDENT CONTRACTOR STATUS

Independent Contractor: Please write, in your own handwriting, the following:

I, Scott Chandler (insert your name), have read this Agreement and wish to provide services as an Independent Contractor to Shuttle Express, Inc.


I have read this agreement and would like to provide services as an independent contractor to Shuttle Express.

I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits provided by the Company.

I agree that I am not an employee of Shuttle Express and therefore I am not entitled to Unemployment or benefits provided by the company.

I am self-employed and I am responsible for my own taxes.

Since I am self-employed, I agree that I am responsible for my own taxes.

  
Independent Contractor Signature

5/24/12  
Date

APPENDIX B

CONTRACTOR CONTACT INFORMATION

Independent Contractor agrees to give written or electronic notice to the Company Limousine Operations Manager of any changes in the information below within 24 hours of the change.

Prior to July 26, 2012

Attention: Steve Salins  
via e-mail: [ssalins@shuttleexpress.net](mailto:ssalins@shuttleexpress.net)  
via FAX 425-981-7071  
via phone 425-981-7013

After August 1, 2012

Attention Devin Sherrell  
via e-mail: [dsherrell@shuttleexpress.net](mailto:dsherrell@shuttleexpress.net)  
via FAX 425-981-7071  
via phone 425-981-70

Contractor's Name: Chandler Scott Joseph  
Last First Middle

Home Address: 13613 128<sup>th</sup> Ave NE  
Address Unit or Apt. #

Kirkland, WA. 98034  
City State ZIP

Home Phone: N/A

Cell Phone: (425) 919-7021

E-mail: ~~chandlerstimousineservice~~ chandlerstimousine@gmail.com

APPENDIX C

FEEES and CHARGES PAID TO COMPANY

Independent Contractor agrees to pay the Company:

Item	Rate	Contract Obligation	Frequency	Contractor Initial
Marketing, Reservation, Credit Card Processing & Referral Fee	<u>40</u> % (38% when working overnight)	<u>38</u> %	% of Customer Fares (as per Section 11)	<u>lc</u>
Recurrent Safety Seminars	\$ 10.00 \$ 30.00	\$ <u>10.00</u> \$ <u>30.00</u>	per Hour (Group) per Hour (Individual)	<u>lc</u>
Modular Certification Seminars	Market Value		(varies w/ Seminar)	<u>lc</u>

for Shuttle Express, Inc.

Steve Salins  
Signature

Steve Salins  
Printed Name

5-13-12  
Date

Independent Contractor

Scott Chandler  
Signature

Scott Chandler  
Printed Name

5/24/12  
Date



11/08/2012

Rumenige  
Rumen Velkov  
17401 66th Ave W  
Lynnwood, WA 98037

**SUBJECT: RANDOM DRUG TESTING POOL PARTICIPATION CERTIFICATION**

**TO WHOM IT MAY CONCERN:**

This letter certifies that **RUMEN VELKOV**

is currently enrolled in a random drug testing pool patterned after CFR 49 Part 40 as required by WAC 308-83-140-1(h) at Alliance 2020, Inc.

Sincerely

Minna Faulkes  
Drug Testing Coordinator

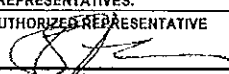
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>01/28/2013</b>
PRODUCER  <b>Key Insurance, LLC</b> 5200 Southcenter Blvd Suite 110 Tukwila, WA 98188	Phone: (206)420-4270	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED  <b>Rumenige LLC</b> Rumen Velkov 17401 66th Ave W Lynnwood, WA 98037	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	<b>Knightbrook Insurance Company</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC #

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
<b>A</b>	<b>Y</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIREN AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>APP001654</b>	<b>02/03/2013</b>	<b>02/03/2014</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,500,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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<b>A</b>	<b>UIM</b>		<b>APP001654</b>	<b>02/03/2013</b>	<b>02/03/2014</b>	<b>100/300/50</b>								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**2005 Lincoln towncar 1LNHM81W65Y663456**  
 Certificate holder is named as additional insured

<b>CERTIFICATE HOLDER</b>  <b>Shuttle Express Inc</b> 800 SW 16th ST Renton, WA 98057	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  (KKY)
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