**INDEPENDENT CONTRACTOR/LICENSEE AGREEMENT**

PARTIES. This Independent Contractor Agreement/Licensee (“Agreement”) made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ is by and between: Client: **National Black Car** ("Client"), and

Contractor/Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor/Licensee"). In consideration of the mutual terms, the Client hereby contracts the Contractor/Licensee as an independent contractor under the following terms and conditions:

1. 2. TERM. It is intended that the term of this license granted by this Agreement shall be (1) ONE year(s) and is automatically renewed upon the anniversary date unless written notice is received by the Client via certified mail at least 2 weeks prior to the renewal date.
2. SERVICES PROVIDED. The Contractor/Licensee agrees to provide the Client the following services: Liver service including but not limited to Airport transportation, point to point transportation, and as directed hourly charter service.

* Minimum Standards **(exceptions must be agree to by National Black Car):**
  + All chauffeurs must notify our office of their trip status. Status notifications can be made in the following 3 ways:
  + by clicking on the appropriate link in the driver emailed notification
  + or by clicking on the appropriate status option in our cell phone software application
  + or by calling our dispatch office at (847) 637-0123.
* All orders must be executed ON TIME by the agreed upon assigned driver
* Any change to the original order like extra stops, wait time or extending a charter, must be called in to 847-637-0123 as soon as you drop off the customer. Failure to do so may result in the trip rate NOT being adjusted.
* NOTE: all pickups are curbside unless Driver Greet requested or airport does NOT allow curbside.
* Other Requirements: See Exhibit “B”

1. PAY. The Client agrees to pay the Contractor/Licensee the following for the services mentioned in Section 3 of this Agreement: See Appendix A.
2. EXPENSES. The Contractor/Licensee shall be responsible for the payment of all their own expenses during the term of this Agreement.
3. Proprietary Customers. Upon termination of this Agreement, the Contractor/Licensee agrees not to solicit customers introduced to the Contractor/Licensee for a period of 12 months of the contract’s termination date. If the Contractor/Licensee solicits Client’s customers, the Client shall be entitled to monetary and legal compensation including, but not limited to, the right to claim damages to the fullest extent of the law and attorney’s fees.
4. FAILURE TO PROVIDE SERVICES. If the Contractor/Licensee becomes unable to perform the services under this Agreement by reason of illness, disability or death, compensation shall cease upon the happening of the event. Such event must be verified by a licensed physician within the State.
5. ASSIGNMENT. Neither party may assign this Agreement without the express written consent of the other party.
6. Contractor/Licensee agrees to defend, hold harmless, and indemnify the Client, its officers, directors, agents, and employees from any and all claims, fines, penalties, losses, damages, judgments, demands, claims, and/or suits of any kind and to pay Licensor all attorney’s fees, costs, expenses, and liabilities in connection with any act of negligence, omission or willful conduct by Licensee or any of its agents or employees, whether directly or indirectly, as a result of Licensee’s operation of its business, violation of federal, state, or local statute or law. The obligation to defend, hold harmless and indemnify as aforesaid shall in no manner be affected by the existence or non-existence of insurance.
7. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
9. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Contractor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit "A" - Contractor/Licensee compensation

1. The earning period is weekly from Sunday to Saturday.
2. Checks will be issued each Friday for the previous weeks earnings with one week held in the rears.
3. Unless otherwise negotiated and agreed upon by National Black Car, the dollar value communicated to you in the Driver Notification is the value you will be paid for doing the trip. That value is approximately 75.21% of the value billed to the customer.
4. This is an example of how a Driver Notification will look:

Trip ID: 157214752  
  
Preferred vehicle type: No preference  
  
Number passengers: 1  
Pickup Time: 8/1/11 6:21 pm  
  
1st stop (P/U): Box 66142, Chicago, IL, USA - O'hare International Airport,   
Chicago, IL 60666  
Phone number(s): 555-555-5555  
Passenger(s): Joe Customer  
Additional Info: {@Additional Info}  
Flight: UA 511  
2nd stop (D/O): 1501 Riverboat Center Dr, Fairfield Inn by Marriott Hotel, Joliet,  
IL 60431  
Passenger(s): Joe Customer  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Payment Details:  
  
Driver pay (75.21% of total bill): $91.76  
  
TOTAL: $91.76

The value of $91.76 is what you will be paid if your complete this trip. This is just an example. Please look at the value in the line that begins with “Driver pay” so you know what each reservation is paying out. Note: this is an example and not indicative of the actual pay for this trip.

1. Special negotiated rates will be listed in the “Driver pay” field.
2. Un-cashed Checks are void after 90 days of issuance.
3. Lost checks can be replaced less the cost of the stop payment fee not to exceed $50.00

Exhibit "B" - Other Requirements **(exceptions must be agree to by National Black Car):**

1. Photo Copy of the chauffeurs/licensee's current and valid driver's license
2. Proof of Liability Insurance equal to or greater than the amount required to obtain a livery, chauffeur or professional driver's license.
3. Completed W-9
4. Valid cell phone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Valid Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Address you want your checks sent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_