**Truck Driver Employment Agreement**

This Truck Driver Employment Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Driver”) and **On The Road, Inc./LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Driver and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company provides materials transportation services and the Driver desires to be employed by the Company to perform such services as outlined more specifically herein; and

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Company provides over-the-road, materials transportation services, which may include hazardous materials either by flat-bed trucks or tanker trucks (the “Services”). “Hazardous materials” are “any `particular quantity of form’ of a material that "may pose an unreasonable risk to health and safety or property," as defined by the *Hazardous Materials Transportation Act of 1975*. The *Hazardous Materials Transportation Uniform Safety Act of 1990* further promulgates regulations for the safe transport of hazardous material in intrastate, interstate, and foreign commerce. Should a driver be transporting hazardous materials, the driver shall have or acquire a hazardous materials endorsement and, if applicable, a tanker endorsement to the current Class A Commercial Driver’s License (CDL).
2. **WORK HOURS.** The Driver shall unequivocally abide by all Company, federal, state, and/or local laws, regulations, and/or guidelines including, but not limited to, driving and rest hours, safety, handling of hazardous materials, training, log book maintenance, and other laws, regulations, and/or guidelines which the Company or other government agency may impose. The Driver affirms that he/she has a current and valid Class A Commercial Driver’s License (CDL).
3. **DRIVER HEALTH**. By signing and entering into this Agreement with the Company, the Driver affirms that any and all required medical examinations are current and shall provide a copy of the most recent examination to the Company within five (5) business days of signing this Agreement. If such examination paperwork is not produced, it may lead to the Driver’s termination. Going forward, the Driver shall sign a medical release form with the appropriate medical facility in order to provide a copy of the medical examination to the Company each time it is performed in connect with driving privileges. The Company affirms it shall comply with applicable federal and state laws regarding the privacy and maintenance of employee medical information in accordance with Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) that was mandated by the *Health Insurance Portability & Accountability Act of 1996* (HIPAA) (Public Law 104-191).
4. **COMPENSATION**. The Driver shall receive a per mile rate of $\_\_\_\_\_\_\_\_\_\_\_\_ *[insert per mile rate]* (the “Compensation”) payable \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert when Driver will get paid – for example, every other Friday]*, either by check or direct deposit if available and agreed upon. The Compensation may be adjusted annually or more frequently if applicable and in accordance with the Company’s internal policies and procedures.
5. **MAINTENANCE**. If the Driver owns the vehicle he/she drives, the Driver shall be responsible for all vehicle maintenance. If, however, the Company owns the vehicle the driven, the Company shall be responsible for all repairs, either directly or through reimbursement to the Driver, assuming that the Driver has properly driven and taken care of the vehicle while performing the Services. If it is discovered that the Driver was negligent or treated the vehicle with wanton disregard, then the Driver may be subject to immediate Termination for Cause, as defined herein, and responsible for immediately returning any reimbursed funds to the Company.
6. **TERMINATION**. The Parties acknowledge and agree that the Driver is employed on an “at will” basis and may be terminated at any time, with or without cause, to the extent permitted by law. Except when such termination is for cause as outlined below, the Parties agree to provide two (2) weeks’ weeks’ notice of intent to terminate this Agreement (or pay in lieu of such notice, but at a minimum of twenty four (24) hours’ notice). Additionally, this Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
7. **TERMINATION FOR CAUSE.** The Parties agree that immediate termination without any notice is possible on the following grounds:
	1. Blatant disregard of safety and road rules and regulations;
	2. Inconsistent or nonperformance of agreed upon job responsibilities;
	3. Dishonesty or lying to the Company;
	4. Stealing;
	5. Misuse or disregard of the Company-provided equipment or materials;
	6. Unapproved passengers;
	7. Failure to pass a drug test;
	8. Consumption of alcohol while on duty;
	9. Alcohol consumption within such time of beginning the Services that the Driver’s decision-making abilities or cognitive skills are impaired;
	10. Illicit or illegal drug use.
8. **BENEFITS**. The Company shall provide the Driver with medical, dental, vision, and other benefits as more specifically outlined in Company internal documents.
9. **DRUG TEST**. The Driver shall pass a drug test as a condition of employment. The Driver may be requested at any time to take a random drug test as condition of employment. If the Driver fails the drug test or fails to submit to a requested drug test, it shall be an immediate Termination for Cause, as defined herein.
10. **BACKGROUND CHECK; CRIMINAL RECORD**. A condition of employment shall be a fully vetted and acceptable background check, along with any international, federal, state, and local searches deemed necessary. No driver shall have any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, theft or dishonesty, child abuse, violence directed at children, crimes against an individual (*i.e.,* battery or assault of any kind), and is not listed as a sex offender on either a federal or state-based registry. If such history is discovered after the start of employment, it shall be grounds for immediate Termination for Cause, as defined herein.
11. **PROOF OF RIGHT TO WORK**. For purposes of federal immigration law, the Driver will be required to provide the Company with documentary evidence of identity and eligibility for employment in the United States. Such documentation must be provided to the Company within three (3) business days of the date of hire so that such proof can be used for completion of a Form I-9 (Employment Eligibility Verification). If such documentation is not provided within three (3) business days, the employment relationship may be terminated.
12. **LICENSE AND INSURANCE**. The Company is licensed and approved for doing business in accordance with federal regulations and in the state, county, and/or city of the Services provided. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial trucking and general liability insurance with limits of liability of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any advanced deposit(s) shall be refunded to the Client within five (5) business days of termination.

1. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement and/or attorney’s fees must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
2. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law.
3. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“DRIVER”**

 **JOHN DOE**

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 Signature

 **“COMPANY”**

 **ON THE ROAD, INC./LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative