

1720 South Park Ave, Buffalo, NY 14220

(716)939-8295

maryjohntransportationllc.com

Mary & John Transportation LLC

Independent Contractor Agreement for Taxi Cab Drivers

This Agreement is made and entered into
on the ____ day of _____, 20__,
by and between Mary & John
Transportation LLC (the "Company"), a
transportation service registered in the
state of New York, with its principal
place of business at 1720 South Park
Ave, Buffalo, NY 14220, and
_____ (the "Driver"),
whose address is
_____.

1. Engagement of Services

The Company agrees to engage the Driver
as an independent contractor to operate
a taxi cab under the Company's service.
The Driver agrees to perform these
services in accordance with the terms

and conditions set forth in this Agreement and in compliance with New York State regulations.

2. Driver Requirements

The Driver must:

- Hold a valid New York State driver's license with no points or violations on their driving record.
- Maintain a clean driving record throughout the duration of this Agreement.
- Provide a valid Taxi & Limousine Commission (TLC) license or equivalent.
- Agree to drive in compliance with all applicable federal, state, and local laws.

3. Compensation

- Vehicle Lease: The Driver shall lease the taxi vehicle from the Company at the rate of \$25 per day or \$175 per week.

- Performance-Based Pay: In addition to the lease fee, the Driver's earnings will be based on a percentage of fares and tips collected. The Company and the Driver will agree upon the compensation structure, as follows: _____50_____%.

- Fuel : The Driver is responsible for paying all fuel costs during the period of use of the Company vehicle.

Failure to pay for fuel will result in a penalty, and the unpaid fuel amount will be doubled and deducted from the Driver's earnings.

4. Tolls and Damage

- The Driver shall be responsible for paying all tolls incurred while operating the vehicle.

Failure to pay tolls will result in the unpaid tolls being doubled and deducted from the Driver's earnings.

- In the event of any damage to the vehicle while in the Driver's possession, the Driver agrees to cover the cost of repairs.

The Driver agrees to make payments toward the repair costs by having amounts deducted from their earnings until the total repair cost is paid in full.

- Deduction Process : Payments for damages will be deducted from the Driver's weekly pay at a rate of ____100____% until the full repair cost has been covered.

5. Vehicle Maintenance

- The Company will ensure the vehicle is in proper working order before handing it over to the Driver.

- The Driver is responsible for ensuring the vehicle is kept clean and in safe operational condition. Any mechanical or safety issues should be reported to the Company immediately.

- The Company will handle general maintenance such as oil changes, tire rotations, etc.

6. Independent Contractor Status

- It is expressly understood that the Driver is an independent contractor and not an employee of the Company. The Company shall not withhold any taxes, social security, or Medicare contributions from the Driver's compensation.

- The Driver shall be responsible for filing their own income taxes with respect to the compensation received under this Agreement.

7. Insurance

- The Company shall maintain vehicle insurance for the vehicle, as required by New York State law.

- The Driver agrees to maintain any personal insurance coverage required by law and provide proof of coverage to the Company upon request.

8. Termination

This Agreement may be terminated by either party with a minimum of 7 days' notice. The Company may terminate this Agreement immediately for cause, including but not limited to:

- Violation of any laws or regulations while operating the vehicle.

- Failure to maintain a clean driving record.
- Neglect or damage to the vehicle beyond normal wear and tear.
- Non-compliance with the terms of this Agreement.

9. Dispute Resolution

Any disputes arising out of this Agreement shall be settled through mediation or binding arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be in New York.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

12. Signatures

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Driver Signature:

Date: _____

Company Representative:

Date: _____

Mary & John Transportation LLC

By: _____

Title: _____

Date: _____