

**Download, Singed and email it back to us ASAP**

**Sam Limo Of Nashville DBA Nashville Limo Elite**



**INDEPENDENT CONTRACTOR DRIVER AGREEMENT  
NONDISCLOSURE/CONFIDENTIALITY AGREEMENT**



**NONDISCLOSURE/CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is entered into as of \_\_\_\_\_, between **Sam Limo Of Nashville LLC DBA Nashville Limo Elite**. “Company”, on behalf of itself, on behalf of **Sameh Naiem** and on behalf of any other entities individually and/or jointly owned and controlled by the **Sam Limo Of Nashville LLC (“Sam Limo Of Nashville LLC’s Affiliates”)**, whose address is **312 Mossy Oak CT Antioch , TN 37013** , on the one hand (Company, the Sam Limo Of Nashville LLC and any **Sam Limo Of Nashville LLC’s Affiliates** are collectively referred to as the “**Sam Limo Of Nashville LLC**”) and

\_\_\_\_\_

whose address is \_\_\_\_\_

Phone Number is \_\_\_\_\_

Email: \_\_\_\_\_

on the other hand (collectively, the “Recipient”).

- **WHEREAS Sam Limo Of Nashville LLC** is entering into an arms-length business relationship with Recipient whereby Recipient will be providing goods and/or services to **Sam Limo of Nashville LLC** (the “Services”) and
- **WHEREAS** through such relationship certain Confidential Information (as defined below) may be disclosed to the Recipient.
- **WHEREAS Sam Limo of Nashville LLC** requires the Recipient to execute this Agreement to protect Confidential Information disclosed by **Sam Limo of Nashville LLC** to Recipient.

NOW THEREFORE, in consideration of mutual promises and covenants contained in this Agreement and the **Sam Limo of Nashville LLC** of Confidential Information to Recipient, the parties to this

**Agreement agrees as follows:**

**1 - Confidential Information Defined.**

For purposes of this Agreement, Confidential Information means all nonpublic information or materials in any way concerning or relating to **Sam Limo Of Nashville LLC**, or any of **Sam Limo Of Nashville LLC’s** agents, officers, directors, employees, contractors, Clients Info, assigns, or designees, and/or **Sam Limo Of Nashville LLC’s** immediate family, friends, associates, advisors, agents or representatives, and any information or materials relating to this Agreement

or any other agreements between Recipient and **Sam Limo Of Nashville LLC** (and any **Sam Limo Of Nashville LLC** about this Agreement or any other agreements), or any of the terms or contents thereof, and including but not limited to **Sam Limo Of Nashville LLC**'s identity, trade secrets, proprietary information, property (owned or leased), , any and all content, staffing and personnel, and any and all other items and other related documents for or relating to **Sam Limo Of Nashville LLC**, and further including, but not limited to, all tangible, intangible, visual, electronic, present, or future information relating to the foregoing. Confidential Information disclosed to Recipient need not be clearly identified. All written and/or verbal information shall be assumed to be Confidential Information, unless otherwise.

\_\_\_\_\_ (Initials)

## 2 - **Ownership.**

Confidential Information and all proprietary and other rights therein shall always remain the sole and exclusive property of **Sam Limo Of Nashville LLC**, and no license or other grant of rights is implied or granted under this Agreement, except to use the Confidential Information within the scope of the relationship between the parties.

\_\_\_\_\_ (Initials)

## 3 - Confidential **Information Exceptions.**

The Recipient does not have an obligation to protect Confidential Information that is:

- (a) in the public domain through no fault of the Recipient; or
- (b) disclosed with the prior written consent of **Sam Limo Of Nashville LLC** . If Confidential Information is required to be produced by law, court order, or governmental authority, the Recipient must immediately notify **Sam Limo Of Nashville LLC** of that obligation. **Sam Limo Of Nashville LLC** may move the ordering court or authority for a protective order or other appropriate relief.

\_\_\_\_\_ (Initials)

## 4 - Use **of and Duty of Care to Protect Confidential Information.**

During the Term of this Agreement (as defined below) and forever thereafter, as a material inducement to **Sam Limo Of Nashville LLC** for Recipient to receive access to the Confidential Information, Recipient agrees that it will hold all Confidential Information in strictest confidence and will not disclose directly or indirectly any Confidential Information or any information relating to Confidential Information to any third party without the prior written consent of **Sam Limo Of Nashville LLC**. Recipient must provide at least the same reasonable care to avoid **Sam Limo of Nashville LLC** in breach of this Agreement or unauthorized use of the Confidential Information as it provides to protect its own similar confidential information. Recipient will not reproduce Confidential Information except to accomplish the purpose of this Agreement. Recipient may disclose the Confidential Information only to those of its employees, representatives, officers and principals who need to know such information in connection with providing Services to **Sam Limo Of Nashville LLC**, are informed of the confidentiality of the Confidential Information, and are bound in writing to Recipient by restrictions regarding confidentiality, non- **Sam Limo Of Nashville LLC** and non-use of such Confidential Information

comparable to and no less restrictive than those set forth herein, and such binding restrictions are sufficient to enable any such parties to comply with the provisions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any such employees, representatives, officers and principals.

\_\_\_\_\_ (Initials)

5 - Term.

The term of this Agreement shall be from the effective date above and shall continue thereafter in perpetuity.

\_\_\_\_\_ (Initials)

6 - Return **of Confidential Information.**

At **Sam Limo Of Nashville LLC**'s request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to **Sam Limo Of Nashville LLC** or destroyed by the Recipient. At the request of **Sam Limo Of Nashville LLC**, the Recipient will furnish a certificate, signed by the Recipient, certifying that any Confidential Information not returned to **Sam Limo Of Nashville LLC** has been destroyed.

\_\_\_\_\_ (Initials)

7 - **Remedies.**

The recipient acknowledges and agrees that due to the unique and proprietary nature of the Confidential Information, there can be no adequate remedy at law for any breach of Recipient's obligations hereunder, or misappropriation of any Confidential Information by Recipient or any third party as a result of Recipient's breach of Recipient's obligations hereunder, and that any such breach and/or misappropriation may allow Recipient or third parties to compete unfairly with **Sam Limo Of Nashville LLC** resulting in irreparable harm to **Sam Limo Of Nashville LLC**. Accordingly, **Sam Limo Of Nashville LLC** may seek and obtain permanent injunctive relief against the breach or threatened breach of the foregoing by Recipient, or by Recipient's partners, agents, representatives, servants, companies, and/or any and all persons directly or indirectly acting for or with Recipient, in addition to any other legal remedies which may be available. The recipient also agrees to immediately notify **Sam Limo Of Nashville LLC** of any unauthorized release of any Confidential Information. Additionally, Recipient agrees that any misappropriation, breach or violation of this Agreement by Recipient's use and/or **Sam Limo Of Nashville LLC** of Confidential Information shall result in substantial damages and injury to **Sam Limo Of Nashville LLC**, the precise amount of which would be extremely difficult or impracticable to determine, even after the parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to **Sam Limo Of Nashville LLC**. Therefore, in addition to disgorgement of the full amount of all monies or other consideration received by the Recipient in connection with any misappropriation, unauthorized use and/or **Sam Limo Of Nashville LLC** of Confidential Information, without limiting **Sam Limo Of Nashville LLC**'s right to seek injunctive relief as provided above, Recipient agrees that Recipient will also be obligated to pay, and agrees to pay to **Sam Limo Of Nashville LLC**, the sum of up to One Million Dollars (\$1,000,000), as determined by **Sam Limo Of Nashville LLC**,

as a reasonable and full amount of liquidated damages to compensate **Sam Limo Of Nashville LLC** for each individual breach for any loss or damage resulting from each such individual breach of the terms hereof by any unauthorized use and/or disclosure of Confidential Information. The Parties further agree that such sum bears a reasonable and proximate relationship to the actual damages which **Sam Limo Of Nashville LLC** will or might suffer from any misappropriation or breach of the terms of this Agreement and that this amount is not a penalty. This provision does not alter any other remedies available to the Parties.

\_\_\_\_\_ (Initials)

#### **8 - Arbitration.**

**(a) Sam Limo Of Nashville LLC** and Recipient agree that all claims, disputes and controversies of any kind arising out of, relating to or in any way associated with Confidential Information and Recipient's obligations with respect to such Confidential Information and/or this Agreement shall be submitted to a confidential, final and binding arbitration pursuant to the terms of this Agreement with the sole exception of petitions by **Sam Limo Of Nashville LLC** to a court of competent jurisdiction upon the showing of reasonable cause for immediate injunctive relief for unfair competition, the use and/or unauthorized **Sam Limo Of Nashville LLC** of trade secrets or confidential information, or where such temporary equitable relief would be otherwise authorized by law. Such resort to temporary equitable relief shall only be available to **Sam Limo Of Nashville LLC** and shall be in aid of arbitration only and in such cases the trial on the merits of the action will occur in front of and will be decided by the arbitrator, who will have the same ability to order legal or equitable remedies as could a court of general jurisdiction. This Agreement to resolve any disputes by binding arbitration shall extend to any claims by or against any affiliates, successors, predecessors, contractors, officers, directors, employees, and agents of the parties.

**(b)** All disputes and controversies at issue in the arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA"), and where applicable, the laws of the State of Tennessee without regard to conflict of law principles. The parties agree that **Sam Limo of Nashville LLC** is engaged in transactions involving interstate commerce. The arbitration will be conducted in Nashville, Tennessee and the proceedings (including the occurrence of such proceedings) shall be confidential. In deciding legal issues related to any claim and in determining the appropriate legal or equitable remedy, the arbitrator shall apply the appropriate federal, state or local law.

\_\_\_\_\_ (Initials)

#### **9 - Indemnification.**

The recipient hereby agrees to indemnify and hold that **Sam Limo Of Nashville LLC** harmless from and against any loss, cost, liability, damage and expense (including reasonable attorney's fees) suffered or incurred by that **Sam Limo Of Nashville LLC**, or any of its agents, officers, directors, employees, contractors, assigns, or designees, arising out of, or in connection with, any breach by Recipient under this Agreement or any unauthorized use or disclosure of Confidential Information that is the subject of this Agreement.

\_\_\_\_\_ (Initials)

**10 - Reasonableness of Restrictions and Remedies.**

Recipient has carefully read and considered the provisions of this Agreement and, having done so, agree that the restrictions and remedies set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the interests of Discloser, its agents, officers, directors, employees, contractors, assigns or designees.

\_\_\_\_\_ (Initials)

**11 - Absence of Conflicts.**

Recipient warrants and represents that there is no agreement between Recipient and any third party which would prevent or otherwise impair Recipient's performance of Recipient's obligations under this Agreement.

\_\_\_\_\_ (Initials)

**12 - General.**

This Agreement: (a) represents the parties' entire understanding regarding Confidential Information, and supersedes any prior agreements or discussions, written or oral, Confidential Information; (b) shall be binding upon, and shall inure to the benefit of the Parties, and their respective heirs, personal and legal representatives, successors, and assigns; (c) may be modified only by written amendment signed by each of the parties; (d) is to be considered severable, and if any provision of this Agreement is illegal or unenforceable, the unaffected provisions will remain in effect; and (e) contains headings for reference only; these headings have no effect on any provision's meaning. If that **Sam Limo Of Nashville LLC** fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by Recipient. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree that the losing party shall reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief. The that **Sam Limo Of Nashville LLC** of Confidential Information to Recipient does not create a partnership, joint venture, or other form of legal entity or business enterprise between the parties. This Agreement shall be governed by and construed under the laws of the the State of Tennessee applicable to agreements to be performed wholly therein. The parties agree that this Agreement may be executed in separate counterparts (including by means of facsimile or PDF signature pages), each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement.

\_\_\_\_\_ (Initials)

**13 - Purpose**

The purpose of this Agreement is to protect the confidentiality of any and all client-related information obtained by the Driver while performing duties for the Company.

\_\_\_\_\_ (Initials)

**14 - Non-Solicitation and Non-Circumvention**

The Independent Contractor agrees that during the term of this Agreement and for a period of **three (3) years** following the termination or end of their relationship with Sam Limo Of Nashville LLC , the Contractor shall not directly or indirectly contact, solicit, provide services to, or enter into any business relationship with any **clients, affiliates, partners, or business contacts** of the Company that the Contractor became aware of or worked with during their engagement with **Sam Limo of Nashville LLC .**

The Contractor further agrees not to bypass, circumvent, or attempt to establish a direct relationship with any of the Company’s affiliates or clients for the purpose of providing similar transportation or related services without the prior written consent of **Sam Limo of Nashville LLC.**

Any violation of this clause may result in legal action, and the Contractor may be held responsible for damages, losses, and any related legal costs incurred by the Company.

**15 - Confidential Information**

For the purpose of this Agreement, “Confidential Information” includes, but is not limited to: Client names, contact information, travel preferences, and schedules.

Pickup and drop-off locations.

Payment details and personal requests.

Any other personal or business information shared by the client or Company .

\_\_\_\_\_ (Initials)

**16 - Obligation of Confidentiality**

The Driver agrees to:

Keep all Confidential Information strictly confidential.

Not disclose, share, copy, or discuss any Confidential Information with any third party without the express written consent of the Company.

Use the information solely for the purpose of fulfilling their duties as a driver for the Company

\_\_\_\_\_ (Initials)

**17 - Exceptions**

This Agreement does not apply to information that:

Is or becomes public knowledge through no fault of the Driver;

Is required to be disclosed by law or legal process (Driver must notify the Company immediately before any such disclosure).

\_\_\_\_\_ (Initials)

**18 – 30**

**19 - Return of Materials Upon termination of engagement,**

the Driver shall return or destroy all materials, documents, or records containing Confidential Information, as directed by the Company

\_\_\_\_\_ (Initials)

**20 - Remedies**

The Driver understands that any breach of this Agreement may result in disciplinary action, termination, and/or legal action including injunctive relief and damages.

\_\_\_\_ (Initials)

#### 20. **Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

\_\_\_\_ (Initials)

#### 21 – **Engagement**

**Sam Limo of Nashville LLC** (“Company”) hereby engages the affiliate as an independent contractor to provide professional chauffeured transportation services using Company-owned or Company-approved vehicles.

\_\_\_\_ (Initials)

#### 22 – **Term**

This agreement shall begin on the effective date above and remain in effect until terminated by either party with written notice.

\_\_\_\_ (Initials)

#### 23 – **Duties of the Driver**

The affiliate’s Driver agrees to:

- Provide safe, courteous, and professional transportation to clients.
- Always wear professional attire while on duty. Chauffer Uniform (Dress White Shirt – Black Pants)
- Maintain a clean driving record and valid chauffeur license.
- Obey all traffic laws and company policies.
- Maintain confidentiality of client information.
- Keep the vehicle clean and report any mechanical issues promptly.
- Follow the assigned schedule and communicate any delays immediately.

\_\_\_\_ (Initials)

#### 24 - **Compensation**

- The affiliate’s company will be paid every 15 business days by direct deposit.

\_\_\_\_ (Initials)

#### 25 - **Vehicle Use and Liability**

- The affiliate’s Drivers will operate Company-owned or approved vehicles only for work-related purposes.
- The affiliate’s Driver is required to always maintain safe driving practices and is responsible for any damage resulting from negligence or violation of traffic laws.
- The Company reserves the right to deduct such costs from any outstanding payments due to the Driver or pursue reimbursement by legal means if necessary.

\_\_\_\_ (Initials)

#### 26 - **Insurance Requirement and Notification**

The Affiliate Company shall always maintain a valid and active commercial insurance policy during the term of this Agreement, including but not limited to commercial auto liability insurance that meets all applicable legal requirements.

The Affiliate Company agrees to **immediately notify our company in writing of any changes, updates, cancellations, non-renewals, or modifications** to their insurance policy.

The Affiliate Company further agrees that **our company and its clients shall be covered under the Affiliate's commercial insurance policy for all services performed under this Agreement**, and proof of such coverage shall be provided upon request. The Affiliate must provide updated certificates of insurance whenever the policy is renewed or modified. Failure to maintain valid insurance or to provide notice of changes may result in **immediate suspension or termination of the affiliate relationship**.

\_\_\_\_\_ (Initials)

**27 - Independent Contractor Status.**

The Affiliates' Drivers is not an employee of our Company and is responsible for their own taxes, insurance, and expenses unless otherwise agreed.

\_\_\_\_\_ (Initials)

**28 - Termination**

Either party may terminate this agreement at any time with [insert notice period, e.g., 7 days] written notice. The Company may terminate immediately for cause (e.g., unsafe driving, misconduct, or policy violations).

\_\_\_\_\_ (Initials)

By signing below, the parties agree to this Agreement's terms effective on the date written above.

IN WITNESS WHEREOF, the parties have executed this Agreement:

**Sam Limo of Nashville LLC**

By: \_\_\_\_\_

Name: **Sameh Naiem**

Title: Owner

Date: \_\_\_\_\_

**Recipient**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**DIRECT DEPOSIT AUTHORIZATION FORM**

Employee Name: \_\_\_\_\_

SSN: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**OR**

Business Name: \_\_\_\_\_

EIN #: \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Bank Information**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type (Check one):

Personal Checking     Business Checking     Savings

**Authorization**

I hereby authorize my employer/company to deposit my payments directly into the bank account listed above. I understand that I am responsible for notifying the company of any changes to my banking information.

If funds are deposited in error, I authorize the company to make the necessary adjustments.

Please attach a voided check for the bank account listed above to confirm the routing and account numbers.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Affiliate Documentation Requirements**

**Be sure to have all these documents attached to this Application**

- Valid Tennessee driver's license.
- Social security number
- Drivers record 3 Years (MVR)
- Commercial insurance COI
- TN car's registration
- MTLC driver permit
- Digital Passport photo
- This application Signed