



- The Driver is required to always maintain safe driving practices and is responsible for any damage resulting from negligence or violation of traffic laws.
- If the Driver is found at fault in an accident while operating a Company vehicle, the Driver shall be fully responsible for all associated damages not covered by insurance. Additionally, the Driver shall be responsible for reimbursing the Company for any increase in insurance premiums on the Company's entire commercial auto policy for a period of up to three (3) years resulting from the accident.
- 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)

#### **6. Independent Contractor Status.**

The Driver is not an employee of the Company and is responsible for their own taxes, insurance, and expenses unless otherwise agreed.

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

#### **7. Non-Solicitation and Non-Circumvention**

The driver agrees that during the term of this Agreement and for a period of **three (5) years** following the termination or end of their relationship with **Sam Limo Of Nashville LLC**, the driver 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.

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

#### **08- 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)

**09- 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 Confidential Information within the scope of the relationship between the parties.

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

**10 - 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)

**11- 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)

**12 - Term.**

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

\_\_\_\_ (Initials)

**13- 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)

**14 - 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)

#### **15 - 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)

#### **16 - 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)

**17 - 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)

**18 - 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)

**19 - 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)

## **20 - 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)

## **21 - Non-Solicitation and Non-Circumvention**

The driver agrees that during the term of this Agreement and for a period of **three (5) 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 driver 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.

## **22 - 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)

## **23 - 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)

## **24 - 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)

**25 - Term**

This Agreement shall remain in effect both during and after the Driver’s engagement with the Company, until such time as the information is no longer considered confidential by the Company

\_\_\_\_ (Initials)

**26- Termination**

The Company may terminate this agreement immediately for cause (e.g., unsafe driving, misconduct, or policy violations).

\_\_\_\_ (Initials)

Driver want quiet should notice the company with 30 days written notice.

**27- Confidentiality**

Driver agrees to maintain the privacy and confidentiality of all clients, trip details, and company operations.

\_\_\_\_ (Initials)

**28- Governing Law**

This agreement shall be governed by the laws of the State of Tennessee.

\_\_\_\_ (Initials)

**29- Acknowledgment**

By signing below, both parties agree to the terms and conditions stated in this agreement.

\_\_\_\_ (Initials)

**Sam Limo Of Nashville LLC**

**Driver**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## **DIRECT DEPOSIT AUTHORIZATION FORM**

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

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

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       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: \_\_\_\_\_

## **Drivers 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)
- Digital Passport photo
- This application Signed