



# Courier / Delivery Driver Application

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

Fist Name: \_\_\_\_\_ MI. \_\_\_\_\_ Last Name: \_\_\_\_\_

DOB: \_\_\_\_\_ DL#: \_\_\_\_\_ Issue State: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN#: \_\_\_\_\_ Position Applied for: \_\_\_\_\_

Type of Vehicle: Car  Truck  Van  Other \_\_\_\_\_

Insurance Co. \_\_\_\_\_ Insurance Policy # \_\_\_\_\_

State of License \_\_\_\_\_ Driver's License # \_\_\_\_\_

Make/Model of Veh \_\_\_\_\_ Vehicle Color: \_\_\_\_\_

License Plate # \_\_\_\_\_ State of License Plate \_\_\_\_\_

Are you physically restricted in what you can lift or move? Yes / No

If yes, please give details \_\_\_\_\_

\_\_\_\_\_

- Driver's License
- Proof of Insurance
- Background Check
- W-9 or W-4
- I-9 (if applicable)

Weapons concealed or open are forbidden on clients premises; this also is to include legal carry firearms!



Have you been convicted of a DUI or had any moving traffic violations in the last 3 years? Yes / No

If so please explain and give dates: \_\_\_\_\_

**CONVICTIONS**

Unprejudiced consideration will be given to candidates who declare criminal convictions. Have you ever been convicted of a criminal offense? Yes / No

If yes, please give details below: \_\_\_\_\_

Are you a citizen of the United States? YES  NO  *If no, are you authorized to work in the U.S.?* YES  NO

Have you ever worked for this company? YES  NO  *If yes, when?* \_\_\_\_\_

***Applicant Waiver***

All Job Applicants Must Sign and Submit With Application Form

I hereby certify that the information contained in the attached application form is correct to the best of my knowledge and belief. I understand that falsification of this information is grounds for you refusing to engage or employ me or, if employed/contracted, instant dismissal without notice or pay in lieu.

I hereby authorize any of the persons or organizations listed in my application to give all information concerning my previous employment, education, or any other information they might have, personal or otherwise, with regard to any of the subjects covered by this application, and I hereby release all such parties from all and any liability that may result from providing such information to you. I authorize you to request and receive such information.

I understand that no representative of the company has any authority to enter into any agreement for employment or services for any specified period of time, or assure or make some other personnel move, either prior to commencement of employment or after I have become employed/contracted, or to assure any benefits or terms and conditions of employment, or make any agreement contrary to the foregoing.

I hereby acknowledge that I have been advised that this application will remain under consideration for no more than 100 days from the date it was signed.

**Signature of the Applicant:** \_\_\_\_\_

**Print Name of Application:** \_\_\_\_\_

Weapons concealed or open are forbidden on clients premises; this also is to include legal carry firearms!



## ***INDEPENDENT CONTRACTOR AGREEMENT***

This Independent Contractor Agreement (this "Agreement") is by and between AP Transports, LLC. (the "Recipient"), of P.O. Box 4893, Wilmington, North Carolina 28406, and \_\_\_\_\_ (the "Contractor") In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

**1. DESCRIPTION OF SERVICES.** The Contractor will provide the following services (collectively, the "Services"): courier, delivery, errand, material handling, and shipping services Furthermore, the Contractor has the right of control over how the Contractor will perform the services. The Recipient does not have this right of control over how the Contractor will perform the services.

**2. PAYMENT FOR SERVICES.** The Recipient will pay compensation to the Contractor for the Services completed. This compensation shall be payable in a lump sum within 10 days of completing services. No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

**3. TERM/TERMINATION.** Termination of this agreement will occur as follows:  
This agreement will terminate upon written, phone, or other electronic means of providing notice of contract termination date. Furthermore, the Contractor has the ability to terminate this Agreement "at will." A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor. It is contemplated that the relationship between the Contractor and the Recipient shall be a nonexclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

**5. RECIPIENT'S CONTROL.** The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's concern is that the work is done professionally and to the standards and expectations of the recipient and their clients. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

**6. PROFESSIONAL CAPACITY.** The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

**7. PERSONAL SERVICES NOT REQUIRED.** The Contractor is required to render the Services personally unless the contractor is a company and all personal performing services are held to the same standards and requirements set forth by the recipient. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

**8. NO LOCATION ON PREMISES.** The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

**9. NO SET WORK HOURS.** The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

**10. EXPENSES PAID BY CONTRACTOR.** The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.



## INDEPENDENT CONTRACTOR AGREEMENT

**11. CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the

Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

**12. INJURIES.** The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

**13. INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

**14. NO RIGHT TO ACT AS AGENT.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**16. WAIVER OF BREACH.** The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**17. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**18. APPLICABLE LAW.** The laws of the State of North Carolina shall govern this Agreement.

**19. SIGNATORIES.** This Agreement shall be signed by Priscilla A. Soles, Vice President on behalf of AP Transports LLC and by \_\_\_\_\_. This Agreement is effective as of the date written below.

AP Transports, LLC.

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

Priscilla A. Soles, Vice President

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

RECIPIENT