

## DRIVENDFW DRIVER AGREEMENT

### I. Parties

The following agreement made on the date subscribed below is between the Client identified below and DrivenDFW Personal Driver Service ("Company") and is effective upon execution by both parties and receipt by Company of the minimum amount due as described in Paragraph II.

### II. Terms

Client requests Company to provide a driver to drive Client in Client's automobile as requested by Client and so authorizes such driver. If for any reason Client wishes to request a specific driver or be assigned another driver, Client will contact Company prior to the time of the scheduled serve. Client represents and warrants that its automobile is in compliance with all state and local safety laws and is in good and safe condition to drive and that Client has no knowledge of any condition to the contrary. Company agrees to provide a duly licensed driver to drive Client at the rate of \$35 per hour with a minimum charge of 3 hours. The minimum amount is due in advance and is non-refundable. Any balance for services in excess of the minimum amount will be charged to Client's credit card on file. Client agrees that said rates apply to all time that the driver is in possession or control of Client's vehicle, including time that driver is waiting for Client or guests while the vehicle is otherwise parked or stationary.

### III. Insurance

Client represents and certifies that it carries automobile insurance providing minimum liability limits of \$250,000 bodily injury each person, \$500,000 each accident, \$50,000 property damage, collision and comprehensive coverage, that there are no driver restrictions in the policies, and that such policies are in full force and effect as of the date of this agreement and will be in effect as of the date of the scheduled service. Client agrees to advise Company of any change in the condition of its vehicle or insurance coverage. Client agrees that its automobile insurance is primary with respect to any other insurance Company may carry.

### IV. Non-Solicitation

**Client understands that Company's investment in its employees is substantial in the form of training, compensation, and the imputation of confidential business information and trade secrets. In consideration of Company allowing its employees to provides services described herein at Client's request, Client agrees not to solicit, hire, or otherwise induce Company's employees to perform services for Client similar to the services Company provides to Client under this agreement, unless arranged by and through Company, for a period of six (6) months from the date services were last provided to Client. In the event Client violates this paragraph, Client agrees to pay Company liquidated damages in the amount of \$5,000, which is not designed to penalize Client, but to compensate Company for the costs associated with lost business opportunity and having to assign another employee to provide services, or, in the event of the loss of its employee, having to hire and train a new employee.**

### V. Limitation on Liability

Client agrees that Company's liability for damage to Client's vehicle or any rental vehicle is limited to the amount of Client's deductible or \$250 (whichever is less) regardless of the cause of the damage including, but not limited to, the sole or concurrent negligence of Company's driver. For all other damages, Company's liability to Client is limited to the amount paid to Company by Client.

### VI. Law

This agreement is made and performable in Dallas County, Texas. In any dispute between the parties to this agreement, venue shall be exclusively in the state courts of Dallas County, Texas, and Texas law shall apply. If any action or proceeding is brought by either party against the other relating to or arising out of this agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred on account of such action or proceeding. By signing this agreement Client and Company agree to submit to the jurisdiction of Texas state courts and agree to waive any defense regarding lack of personal jurisdiction or forum non conveniens.

VII. Indemnity

CLIENT HEREBY RELEASES, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, COSTS, JUDGMENTS, INJURIES (INCLUDING DEATH), LOSSES, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WITHOUT REGARD TO THE CAUSE THEREOF, INCLUDING THE SOLE OR CONCURRENT NEGLIGENCE OF COMPANY, WHICH ARISE FROM OR RELATE TO

COMPANY'S SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT.

VIII. Entire Agreement

This is the entire agreement between the parties concerning the subject matter of this agreement. There are no oral representations or other representation on which either party relied in making this agreement. Any changes or amendments to this agreement must be in writing and signed by all parties. This agreement is intended to benefit only the parties hereto and no third party is an intended beneficiary. This agreement may be executed in multiple parts consisting on one agreement and the parties agree that facsimile signatures may be used and relied on as original and authentic.

IX. Representations

Client certifies the representations made by it herein are true and have been relied on by Company in making this agreement. Client represents he has carefully read the terms of this agreement including the paragraphs containing Limitation on Liability and Indemnity provisions. Client represents that Client understands the agreement, has had an opportunity to consult with others, including counsel of its choosing, and has no questions about the meaning of the agreement or any of its provisions.

X. Acknowledgement

Client understands and acknowledges that this agreement is not effective unless and until Company and Client have executed the agreement and Company receives the minimum amount due under Paragraph II. Client acknowledges that executing this document on the date set forth below constitutes a request that Company provide the services described herein and that Client agrees to be bound by all terms, conditions, restrictions, and other provisions contained in this agreement.

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

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

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

DrivenDFW Personal Driver Service

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

Its: \_\_\_\_\_