

DRIVEN DFW DRIVER AGREEMENT

1. Client requests DrivenDFW, LLC. and its affiliated companies (individually and collectively “DrivenDFW”) to provide a chauffeur to drive Client’s automobile as requested by Client and so authorizes such chauffeur. If for any reason Client wishes to be assigned another chauffeur, Client will contact DrivenDFW before trip.
2. Client believes its automobile is in good, safe condition and Client has no knowledge of any condition to the contrary.
3. Client 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.
4. Client will advise DrivenDFW of any change in the condition of its vehicle or insurance coverage.
5. Client understands that its vehicle insurance is primary, with respect to any insurance DrivenDFW may carry, for liability, collision and comprehensive coverage and that DrivenDFW's responsibility is limited to the amount of Client’s deductible or \$250 (whichever is less) for physical damage to its vehicle resulting from the negligence of a DrivenDFW chauffeur.
6. If Client provides a rental vehicle, the following additional terms apply.
 - a. Client authorizes the car rental company to provide all necessary information concerning Client’s car rental reservation to DrivenDFW.
 - b. Client understands the rental agreement will be in Client’s name and the DrivenDFW chauffeur will be deemed to be an additional authorized driver of the rental vehicle under the rental agreement.
 - c. If Client, at any time during the rental, becomes aware the rental vehicle is in an unsafe condition, Client will contact the car rental company for assistance and, if needed, have the rental vehicle exchanged.
 - d. Regardless of any liability protection the car rental company may provide to Client as part of the rental, Client understands it is Client’s responsibility to provide non-owned / hired automobile insurance with minimum liability limits of \$250,000 bodily injury each person / \$500,000 each accident, \$50,000 property damage, collision and comprehensive coverage for the benefit of DrivenDFW. Client agrees that as between Client and DrivenDFW Client’s insurance will be deemed primary.
 - e. If the chauffeur is to pick-up a rental vehicle on behalf of Client, Client hereby authorizes the chauffeur to do so, upon presenting the chauffeur’s driver’s license and the car rental company confirmation number, as Client’s agent; to initial and sign the rental agreement, as presented to the chauffeur by the car rental company, on Client’s behalf; and to do those things that are reasonable and customary in connection therewith, including but not limited to, executing the car rental company’s form to authorize the chauffeur to be an additional authorized driver of the rental vehicle.

f. If the chauffeur is to return the rental vehicle on behalf of Client, Client hereby authorizes the chauffeur to accept all charges as presented by the car rental company at time of return.

g. If the chauffeur picks up a rental vehicle on behalf of Client, billable time commences ½ hour before the chauffeur reports to Client pick up point. If the chauffeur returns a rental vehicle on behalf of Client, billable time ends ½ hour after the chauffeur drops off Client. Additional hourly charges may apply if the Client pick-up point or Client drop-off point is greater than 5 miles from the car rental company office location.

7. After Client evaluates the performance and potential of a DrivenDFW chauffeur on the job, Client may wish to employ this person directly. Because DrivenDFW chauffeurs represent its inventory of skilled professionals and in the event Client wishes them converted to its employ, Client agrees to pay a conversion fee as liquidated damages. The conversion fee is \$6,000. Liability for the conversion fee is triggered when Client hires a DrivenDFW chauffeur regardless of the employment classification, on either a permanent, temporary or "as needed" basis and regardless of the chauffeur's employment status at the time of the hire (e.g., no longer with DrivenDFW) or chauffeur's claimed reason for leaving DrivenDFW (e.g., quit DrivenDFW for reasons unrelated to conversion) if said hire occurs within six months after the last day of the assignment.

8. If any action or proceeding is brought by either party against the other pertaining to or arising out of this contract, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees incurred on account of such action or proceeding.

9. Client HEREBY RELEASES, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DrivenDFW and its officers, directors, shareholders, employees, and independent contractors from any and all claims, demands, suits, liabilities, expenses, costs, judgments, injuries (including death) or other losses or damages which arise from or relate to DrivenDFW and its officers, directors, shareholders, employees, and independent contractors providing services to Client.

Client has carefully read the terms of this agreement including its Release of Claims and Hold Harmless provisions. Client certifies the representations made by it are true. Client also certifies that Client understands the agreement and has no questions about the meaning of the agreement or any of its provisions.

Date: _____ Client Name: _____

Client Signature: _____