

**INDEPENDENT CONTRACTOR AGREEMENT
HOME DELIVERY**

Route Number _____

This agreement, effective this ____ day of _____, 20____, is between _____
_____ ("Publisher"), and the Contractor named below.

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Drivers License Number: _____ SSN or FEIN: _____

THE PUBLISHER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contractor and Publisher intend and agree that Contractor, in entering into this agreement, has established an independent business to deliver Publisher's newspaper, products and materials supplied by Publisher. Contractor and Publisher intend and agree to create an **independent contractor relationship** under this agreement.
2. Contractor acknowledges that he/she is an "**independently contracted business**" whose contracted services consist of delivering newspapers and other products provided by Publisher. Contractor acknowledges that he/she and the services performed under this agreement are not covered by Contractor's **state worker's compensation law**.
3. Contractor acknowledges and understands that as an independent contractor Contractor's services under this agreement are excluded from the definition of "**employment**" and therefore the Contractor is not covered for purposes of **unemployment insurance benefits** in the event this agreement terminates for any reason. Contractor acknowledges his/her obligation to comply with all applicable local, state and federal laws, and taxes on earnings of employees of Contractor. Contractor further acknowledges he/she will not be treated as an employee for purposes of federal and state income taxes and it will be Contractor's sole responsibility to comply with applicable tax laws and regulations and pay all taxes due thereunder. Contractor shall not, now or in the future, be a recipient of any benefits under **Publisher's employee benefits and employee benefit plans**.
4. This Agreement shall be for an initial term of one (1) year beginning on the date hereof. If, at least thirty (30) days prior to the end of the initial term, neither publisher or contractor has given written notice to the other of its desire that the term of this agreement end at the expiration of the initial term, then this agreement shall continue in force on the same terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving the other written notice of its intention to so terminate at least thirty (30) days prior to the end of any such annual term.

5. It is the Contractor's responsibility to count newspapers before leaving dock. Contractor shall notify Publisher of any adjustments in the newspapers required for the route, including the corresponding subscriber's name, address, and phone number, as soon as possible after Contractor becomes aware of a change in the required number of papers. Contractor shall determine the necessity for, purchase and furnish any supplies and vehicles needed to perform the services rendered under this Agreement to the Publisher.
6. Contractor will pay the Publisher for all newspapers ordered and received from the Publisher at the following negotiated wholesale rates:

_____ For each daily newspaper; and

_____ For each Sunday newspaper

Publisher will give Contractor a 14-days' advance notice of intent to re-negotiate the wholesale rates charged to the Contractor.

7. Publisher will take payments directly from the Contractor's subscribers as a service to Contractor and will promptly credit any amount due Contractor. Publisher will pay credits due Contractor in a manner selected by Publisher.
8. Contractor agrees to keep the route list confidential, except to Contractor's agents or employees who require the information to deliver the route. Contractor shall provide an up-to-date and accurate route list to Publisher upon request. Contractor reserves the right to determine Contractor's own route delivery sequence.
9. Contractor will make all billing and collections along the route except those payments made directly by Contractor's subscribers to the Publisher.
10. Contractor agrees to properly service all of Contractor's customers to a reasonable level of satisfaction. A reasonable level of customer satisfaction will mean, as set forth herein and reasonably requested by the subscriber, delivery of a dry readable newspaper, with all attachments or inserts on issue date.

Contractor acknowledges that the Publisher's newspapers are a unique package consisting of multiple sections, inserts, and supplements, and that the Publisher solely determines the entire contents of the package and agrees (a) not to resell any part of the newspaper separately, including advertising inserts or coupons; (b) not to stamp upon, insert into, or attach to, or deliver with or alongside copies of newspapers, any advertising or other matter which is not furnished to Contractor by the Publisher, and (c) not to insert copies of the newspapers with any imprinted wrapping, covering or container that has not been approved in advance by the Publisher.

11. Contractor agrees to deliver other products and materials provided by Publisher for additional compensation. The agreed upon products for delivery and compensation to be paid to Contractor shall be delivered at the levels of service established in the previous paragraph.

12. Contractor may deliver publications and products for other entities, so long as such delivery does not interfere with the performance of the Contractor's duties under this agreement.
13. Contractor agrees to provide a substitute in the event Contractor or designee cannot carry out the delivery of this route due to any circumstances. Contractor shall provide the substitute's name and phone number to Publisher. **Failure to do so will constitute a breach of this agreement.** Contractor shall be charged for any delivery fees and other services arranged for or provided by Publisher to ensure performance of Contractor's duties under this agreement.

Contractor shall be informed by Publisher of any complaints received from home subscribers of Contractor. Resolution of complaints shall be the responsibility of Contractor. Publisher, however, reserves the right to charge Contractor for delivery fees and other expenses in connection with make-good.

14. Contractor retains the right to cancel any subscribers for nonpayment of subscription fees provided that the Contractor has made prudent efforts consistent with reasonable business practices to collect such subscription fees.
15. Contractor shall retain the right to determine the number and character of vehicles necessary to perform Contractor's obligations hereunder.
16. Contractor agrees to abide by federal and state laws in the ownership and operation of any motor vehicles. As an independent contractor, **Contractor acknowledges and agrees that he or she alone is responsible for any property damage, bodily injury or death caused by Contractor and/or Contractor's agents and employees.** Contractor also acknowledges his or her obligation to comply with the law of the state of New York which Contractor is rendering services to Publisher. Contractor agrees, as an independent contractor, that neither Contractor nor **Contractor's agents, sub-contractors or employees are eligible for workers' compensation benefits from Publisher in the event Contractor and/or Contractor's agents, sub-contractors or employees are injured while performing Contractor's services related to this agreement.** Contractor agrees to maintain in force for the duration of this agreement, the following:

Automobile liability insurance in amounts required by the law of the state of New York in which Contractor is rendering services to Publisher, on vehicles used or designated by Contractor or his or her agents and employees to receive, transport, distribute or deliver newspapers under this agreement. This insurance shall cover property damage, bodily injury or death.

Contractor agrees to provide valid drivers license and vehicle insurance card to Publisher every six months for verification of validity.

17. Contractor shall indemnify, defend and hold the Publisher, and its contractors and employees, harmless against any claim, loss, cost, expense, demand or damage arising out of breach of this agreement, or death or injury to the contractor or any other person or for any property damage which may be caused by or arise out of any activities of the Contractor in connection with the delivery activities set forth in this agreement.

18. Either party may terminate this agreement immediately upon notice of a material breach of this agreement. **For purpose of this agreement "material breach" includes Contractor's failure to perform his/her duties.**

By: _____
Signature

Name

Title

Date

Contractor acknowledges that he/she has read, understands and has had the opportunity to review this agreement. Contractor acknowledges that he/she is an independently established business and fully and freely intends to create an independent contractor relationship with Publisher under this agreement.

CONTRACTOR

Signature

Name

Date