

# All Bright Support Services

## NY DAMAGE ASSESSMENT DRIVER AGREEMENT

THIS AGREEMENT is effective as of the date signed below, by and between All Bright Support Services Inc. (ABSS), with offices at 100 Snake Hill Road, West Nyack, NY 10994, and DA Driver (Service Provider}.

WHEREAS, the Service Provider is able to provide driving services for a Damage Assessor;

WHEREAS, ABSS wishes to have the Service Provider provide it and its subsidiaries and affiliates assistance in driving as part of a Damage Assessment team for its utility clients.

NOW, THEREFORE, ABSS and Service Provider hereby agree:

### 1. Term

ABSS will retain Service Provider, and Service Provider will accept such retention, commencing as of the effective date of this Agreement and continuing for a period of 36 months, or until the services provided are complete and Service Provider has been totally reimbursed.

### 2. Description of Services Provided

Service Provider will provide driving services for a Damage Assessor as part of a team and assist the Damage Assessor with minor tasks. As a driver, Service Provider may drive their own vehicles, a rental vehicle (if over 25), or an ABSS vehicle. Service Provider may deliver materials, assist wire guards with multi-guard sites, and temporarily guard a site until a Wire Guard arrives. Shifts will usually be 12-16 hours. Personal Protective Safety equipment will be provided, as required.

### 3. Compensation and Insurance

ABSS will pay Service Provider as compensation an hourly rate \$22/hour for Driving Services from the time of reporting for assignment to release; the reporting and release times may vary daily depending upon needs. Premium, mobilization, and travel time will be triggered and paid as per the ABSS Pay Policy. While working for ABSS, Service Provider will be covered by ABSS liability insurance.

In addition, the Service Provider will be reimbursed \$65/day for suitable personal vehicle use when driving as part of a Damage Assessment Team. Any mileage over 100 miles per day, not including commutation, will be reimbursed at the IRS rate. If not deployed to the field, vehicle use will not be reimbursed.

Payment for services rendered and approved expenses will be made within thirty (30) days of the completion of a client deployment.

### 4. Notice

Any notice to required or permitted by the terms of this Agreement shall be given by registered mail, prepaid and properly addressed as follows:

If to All Bright Electric: All Bright Support Services Inc.  
100 Snake Hill Road  
West Nyack, NY 10994

If to DA Driver:

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

Street: \_\_\_\_\_

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

Other Information Required

Phone: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_

Driver's License: State \_\_\_\_\_ # \_\_\_\_\_ Expiration \_\_\_\_/\_\_\_\_/\_\_\_\_

Vehicle Make/Model: \_\_\_\_\_ State: \_\_\_\_\_ Plate#: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Are you a citizen of the US? YES NO If NO, are you authorized to work in the US? YES NO

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address (if different than above): \_\_\_\_\_

Contact Phone: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

Any such notice shall be deemed to have been given when received.

5. Survival and Termination

(a) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

(b) This Agreement may be terminated by a non-breaching party, in addition to any other remedy, for breach of any term of this Agreement, upon written notice to the breaching party; upon which event all rights of the breaching party shall terminate.

6. Entire Agreement

This Agreement is the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and

agreements of the parties relating to the subject matter hereof. It may be amended only by an agreement in writing, signed by both parties.

7. Not an Employee

Service Provider is an independent contractor and is not an employee or agent of ABSS. Service Provider shall be entitled to no benefits or compensation from ABSS except as set forth in this Agreement and shall in no event be entitled to any fringe benefits payable to any employees of ABSS. Service Provider shall be solely responsible for the payment of all taxes due on the income received for the services provided under this Agreement.

*Disclaimer:*

*All Bright Support Services, Inc. is an equal opportunity employer. All Bright Support Services, Inc. does not discriminate in employment on account of race, color, religion, national origin, citizenship status, ancestry, age, sex (including sexual harassment), sexual orientation, marital status, physical or mental disability, military status or unfavorable discharge from military service.*

*I understand that neither the completion of this document nor any other part of my consideration for deployment establishes any obligation for All Bright Support Services, Inc. to contract with me. If I am deployed, I understand that either All Bright Support Services, Inc. or I can terminate my deployment at any time and for any reason, with or without cause and without prior notice. I understand that no representative of All Bright Emergency Support Services, Inc. has the authority to make any assurance to the contrary.*

*I attest with my signature below that I have given to All Bright Support Services, Inc. true and complete information on this document. No requested information has been concealed. If any information I have provided is untrue, or if I have concealed material information, I understand that this will constitute cause for the denial of employment or immediate dismissal. A valid license and driving record will be checked.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

\_\_\_\_\_  
For All Bright Support Services Inc.

\_\_\_\_\_  
Damage Assessment Driver

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

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