

TRUCK DRIVER EMPLOYMENT AGREEMENT

Location: _____ Date: _____

Employer Information:

Company Name: _____

Address: _____

Phone: _____

Driver Information:

Full Name: _____

Driver's License Number: _____

Address: _____

Phone/Email: _____

Employment Terms:

Position/Title: _____

Employment Type (e.g. Full-Time, Part-Time, Independent Contractor): _____

Start Date: _____

Probation Period (if any): _____

Compensation and Payment:

Salary / Rate: _____ USD

Payment Schedule (e.g. Weekly, Bi-Weekly, Monthly): _____

Overtime Pay (if applicable): _____

Clause 1 – Employment Relationship

The relationship between Employer and Driver is that of employer and employee or independent contractor as indicated above. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

Clause 2 – Duties and Responsibilities

Driver agrees to perform duties including but not limited to operating commercial trucks, complying with all applicable laws and regulations, maintaining logs, and ensuring the safety and security of cargo and equipment. Driver shall promptly report any accidents, violations, or vehicle defects.

Clause 3 – Compliance with Laws and Policies

Driver shall comply with all federal, state, and local laws, including Department of Transportation regulations, and Employer's policies and procedures. Driver shall maintain all required licenses and permits in good standing.

Clause 4 – Equipment and Maintenance

Employer shall provide the vehicle(s) and necessary equipment. Driver shall be responsible for the proper use and basic maintenance of the equipment and shall notify Employer promptly of any issues affecting safety or operation.

Clause 5 – Hours of Service

Driver shall adhere strictly to hours-of-service regulations and Employer's scheduling. Any deviations require prior Employer approval.

Clause 6 – Compensation and Deductions

Employer shall compensate Driver as set forth above. Any deductions required by law or authorized by Driver will be made. No additional compensation shall be due unless expressly agreed in writing.

Clause 7 – Term and Termination

This Agreement shall remain in effect until terminated by either party with or without cause upon written notice. Employer may terminate immediately for cause, including but not limited to violation of laws, gross misconduct, or breach of this Agreement.

Clause 8 – Confidentiality

Driver agrees to keep confidential all proprietary information, customer data, and trade secrets obtained during the term of employment and not disclose or use such information except as required in the course of employment.

Clause 9 – Indemnification

Driver shall indemnify and hold Employer harmless from any claims, damages, fines, or penalties arising from Driver's negligence, willful misconduct, or violation of laws.

Clause 10 – Insurance and Liability

Employer shall maintain insurance on the vehicles as required by law. Driver shall cooperate in any claims or investigations. Driver may be responsible for damages resulting from negligence or intentional acts.

Clause 11 – Drug and Alcohol Policy

Driver agrees to comply with Employer's drug and alcohol policies, including submitting to testing as required by law and Employer rules.

Clause 12 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved first by good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association in the State of _____.

Clause 13 – Non-Competition and Non-Solicitation

During the term of this Agreement and for a period of one year after termination, Driver shall not engage in any competing business or solicit Employer's customers or employees within a 100-mile radius.

Clause 14 – Severability

If any provision of this Agreement is held unenforceable, the remainder shall continue in full force and effect.

Clause 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written.

Clause 16 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

Clause 17 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

Clause 18 – Notices

All notices shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the parties' addresses stated above.

Clause 19 – Waiver

Failure by either party to enforce any provision shall not be deemed waiver of that provision or any other provision.

Clause 20 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

EMPLOYER'S SIGNATURE

DRIVER'S SIGNATURE

Signature: _____

Signature: _____

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