

# Transportation Vendor Contract

This **Transportation Vendor Contract** (the "**Contract**" hereinafter) has been signed by and between the following parties;

**The Transportation Service Provider  
("Vendor")**

**The Client Company  
("Client")**

**WHEREAS**, the Client is a company engaged in \_\_\_\_\_ sector, and requires professional, reliable and safe transportation services for the purpose of supporting its operational needs;

**WHEREAS**, the Vendor is a transportation service provider with expertise in offering comprehensive, safe, and timely transportation services for commercial and corporate clients,

**WHEREAS**, the Client wants to engage the Vendor to provide transportation services to ensure the efficient, safe, and reliable transport, and the Vendor agrees to provide such services to the Client in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Client and Vendor agree as follows:

## Terms and Conditions

### 1. Scope of Services

The Vendor agrees to provide transportation services for the Client's operations, both for employee transportation and operational transport. The Vendor shall provide transportation services to the Client's employees between designated pick-up and drop-off points with adequate operational organization. Also, the Vendor agrees to provide transportation for the movement of goods, equipment, and other items essential for the Client's business activities. The Vendor shall provide services within the geographic area of \_\_\_\_\_ only.

## 2. Service Schedule

- **For Employee Transportation**

The Vendor agrees to provide timely and safe transportation for the employees of the Client. In this regard, the Vendor establishes the necessary organization and provides safe transportation to the employees, taking into account the morning start and end times of work.

The list of employees who need to use the transportation services and the addresses shall be provided to the Vendor by the Client. Organizing the schedule and informing the employees is sole responsible of the Vendor.

- **For Organizational Transportation**

The Vendor shall also provide transportation for the movement of goods, equipment, and other items essential for the Client's business activities. Vendor shall be ready to provide organizational transportation services during the bussiness hours of the Client. Any requests for transportation services outside of agreed-upon hours require at least \_\_\_\_\_ notice from the Client and are subject to availability.

## 3. Pricing and Payment Principles

Transportation fees shall be outlined in **Exhibit A** (must be also signed) and may be updated with \_\_\_\_\_ written notice to the Client. The Client shall pay the Vendor on a monthly basis, invoices will be sent at the last day of the month, with payment due within \_\_\_\_\_ of receiving the invoice. All payments under this Contract will be made by \_\_\_\_\_.

Payments not received within \_\_\_\_\_ will incur a late fee of \_\_\_\_\_% on the outstanding balance. In case of late payment, the Vendor may suspend service provision.

## 4. Term and Termination

This Contract shall commence on the date of signing and continue for a period of \_\_\_\_\_, unless terminated earlier. Parties may terminate this Contract with a written agreement at any time.

Either Party may terminate this Contract immediately if the other Party materially breaches any provisions of this Contract and fails to cure the breach within \_\_\_\_\_ after receiving notice of the breach.

Upon termination, all outstanding payments for completed services shall be due and demandable.

## 5. Vehicle and Driver Requirements

All vehicles to be used in connection to this Contract must be clean, well-maintained, and comply with all applicable safety and legal standards. The Vendor will ensure that all drivers are properly licensed, trained, and certified to perform transportation services, with a clean driving record. Also, the Vendor agrees to uphold safety standards, including conducting routine vehicle inspections and maintaining all necessary insurance and permits required by law.

Insurance for the vehicles shall be the sole responsibility of the Vendor. Vendor shall also be responsible for any damages or injuries caused by its drivers or vehicles during service. Vendor agrees to indemnify, defend, and hold the Client harmless from any claims, damages, or liabilities arising from the Vendor's performance of this Contract, except to the extent caused by the Client's negligence.

## 6. Non-Exclusivity

This Contract is non-exclusive, and both the Client and Vendor retain the right to enter into similar agreements with other parties.

## 7. Force Majeure

Neither Party shall be liable for any delay or failure in performing its obligations under this Contract if such delay or failure is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, severe weather conditions, natural disasters (such as floods, hurricanes, or earthquakes), government mandates or regulations, road closures, transportation disruptions, fuel shortages, fires, pandemics, labor strikes, or any other event that renders performance commercially impractical or impossible.

In the event of a force majeure event affecting transportation services, the affected party shall notify the other party promptly, specifying the nature of the force majeure. The affected party shall coordinate with the other party in good faith to find alternative solutions, such as rescheduling employee transport or adjusting delivery timelines, if possible.

If the force majeure event continues for a period exceeding \_\_\_\_\_ either Party may terminate this Contract by providing written notice to the other party, with no further obligation except for payments due for services rendered prior to the force majeure event.

## 8. Independent Contractors

The status of the parties under this Contract shall be independent contractors. Neither Party shall have the right to enter into any agreements on behalf of the other party, nor shall it represent to any person that it has any such right or authority. Nothing in this Contract shall be construed as establishing a partnership, labor relations or joint venture relationship between the Parties.

## 9. Privacy of Employees

The Vendor is obliged to keep all kinds of information obtained from the Client, especially from employees of the Client, whether it is related to the private life of the employees or not, and not to disclose it to third parties. The Vendor shall make required contracts to ensure that its employees behave in the same manner.

## 10. Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding transportation services and supersedes all prior agreements or understandings.

## 11. Governing Law

This Contract shall be governed by and construed in accordance with the applicable federal laws and the laws of the State of \_\_\_\_\_.

**The Vendor**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**The Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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