



## Service Agreement

This service agreement (Agreement) dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### Between:

Sandhills Delivery Service LLC of PO Box 2407, Kernersville, North Carolina 27285  
(hereafter the "Customer") **-AND-**

Name \_\_\_\_\_  
(Herein after the "Service Provider")

### Service Agreement

#### Background:

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the customer.
2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in the Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

#### 1. Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer with the following services and such other services as the customer and the Service Provider may agree upon from time to time in writing (hereinafter the "Services"), and the Service Provider hereby agrees to provide the Services to the Customer:

#### 2. Schedule

The Service Provider will agree to work the pre-arrange scheduled hours and be available for delivery of delayed luggage during those times. Being available via phone is critical to knowing when deliveries are set up and ready for delivery.

#### 3. Retrieving Luggage from the Airport:

A) The Service Providers shall make every attempt to call in at the scheduled airline sweeps on time and be available to make deliveries during their scheduled times.

B) Each delivery needs to be checked carefully for correct bag tag numbers (they must match the Baggage Delivery Order (BDO) tag numbers), a phone number, address. The service provider shall inspect the luggage for any damage, and indicate any damage on the BDO and have the agent initial it.

C) By signing out a BDO and the associated luggage, Service Provider thereby assumes responsibility for the accuracy of the information and then sign out the BDO and verify the number of bags to be delivered.

D) If it is a standard delivery for that day/evening/overnight, then put actual date/time of pick up.

E) Leave the station copy with the airline agent and take vendor and customer copy with you.

F) Before leaving the airport, you must contact the passenger and arrange delivery. Each delivery must be made with one of the following 3 "proof of delivery" options:

- 1) Signed and printed name on "Vendor Copy"
- 2) Signed and printed note left on door (if passenger is not going to be home when delivery occurs)
- 3) Email authorization via Where's My Suitcase

**Important:** If Service Provider has contacted the passenger/passenger designee and passenger/passenger designee agreed to be available at the delivery destination or leave a note, and they have not left a note or are not available at the arrival destination-**Service Provider will not leave luggage.** If contact cannot be made at the number provided with the passenger/passenger designee to arrange delivery at or near the delivery location (**no driver is authorized to deliver the luggage at any location that changes the price of the delivery without prior approval from the BSO**) the Service Provider will bring the luggage back and document the call and attempted delivery with as much detail as possible. Service Provider will submit the BDO to the Airline and be paid as if luggage was delivered. When luggage is returned to the Airline, the Service Provider will write "RTA" on the BDO that corresponds with the information for that luggage. (RTA = Return to Airport) and get the airline agents signature confirming return/receipt of luggage.

#### 4. **Special Deliveries:**

Luggage that is considered to be a Special Delivery according to its BSO (hereinafter "Special Delivery") will be delivered immediately. If the Special Delivery is being delivered on a route with other deliveries, the Special Delivery will be the first to be delivered.

**5. Responsibility for Luggage**

Once luggage is removed from the Customer's office, the Service Provider is fully responsible for that luggage and its contents. If Service Provider delivers luggage without proof of delivery and is missing or damaged, the Service Provider is responsible for the claim that the passenger/passenger designee will file and any and all damages Customer incurs arising there from.

**6. Submission of BDO's**

The Service Provider will submit the Delivery Invoice copy of all the BDO's Service Provider obtained from delivering luggage according to the following procedures:

- a. The Service Provider will invoice the BDO via the HSD/RBAGS Invoicing System within 24 hours of delivery. Once invoiced, indicate on the BDO the date/time of submission and give the signed vendor copy to the Customer (no less often than monthly). All information must be complete and legible. If BDO's are not completed properly, the BDO's will be returned to service provider for completion and not paid until such time as all information is correct. **(See Instructions for Turning in BDO's)**; and
- b. The Service Provider will print his/her initials on the top right corner of each BDO that is submitted with permanent ink.

**7. Payment for BDO's**

All BDO's correctly submitted will be paid per the payment schedule for the dates within the time invoicing period. (See # 15 below for more information on compensation)

**8. Responsibility for your schedule**

Other than sudden illness, it is your responsibility to manage your schedule.

**9. Use of company Computers**

If provided a company computer, it is for the sole convenience of the Service Provider for mapping deliveries, updating BDO's. Other use of the computers is unacceptable.

**10. Term of Agreement**

The term of this agreement will begin on the date of this Agreement and will remain in full force and effect until a notice of termination of this agreement is submitted in writing by either party.

**11. Performance**

Both parties agree to do everything necessary to ensure that the terms of this Agreement are met.

**12. Compensation**

For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider 63% for the first six months and then

68% of the amount payable for the delivery of the luggage delivered by the Service Provider, as defined by the contract with each airline. Compensation will be payable by the 8th and 23rd of each month for all BDO's submitted for payment per the invoicing schedule of each Airline. On the occasion that the pay dates fall on a weekend, Saturday will be paid on Friday and Sunday will be paid on Monday. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law. The Customer will provide the Service Provider with a report detailing the Services provided by the Service Provider and their projected income. (NOTE: If termination of this contract is not given in an agreed notice [two weeks is standard] by the service provider, payout will be at 50% of agreed to payout as stated above, due to administrative costs incurred due to sudden termination of contract.)

**13. Non-Performance Penalties**

Non-performance of the requested services in a timely fashion will result in loss of payment to Service Provider and is reason for termination of this service agreement.

**14. Return of property**

Upon the termination of this agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer including but not limited to office keys.

**15. Legal expenses**

In the event that legal action is brought to enforce or construe any term of this agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

**16. Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served in person, email, or registered mail. The addresses for any notice to be delivered by either party to this agreement are as follows:

**Service Provider to customer:**

A. Sandhills Delivery Service, PO Box 2407, Kernersville, NC 27285  
sandhillssdel@yahoo.com

**Customer to Service Provider:**

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_  
Facsimile \_\_\_\_\_

Note: if service provider changes residence, it is his responsibility to notify the customer in writing of such change of address for updating of the service provider file.

**17. Titles/Headings**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Initials

**18. Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**19. Confidentiality**

During the term of this agreement with the Customer and after the voluntary or involuntary termination of this agreement with the Customer for any reason whatsoever, Service Provider shall not use for any purpose or disclose to any person or entity any confidential information acquired during the course of this Agreement or through the performance of any services for Customer. The term "confidential information" as used in this agreement includes but not limited to, records, lists, and knowledge of the Customer's customers (Airline[s]), suppliers, methods of operation, processes, trade secrets, methods of determination of prices, financial condition, profits, sales, net income, and indebtedness, as the same may exist from time to time. These obligations with respect to confidential information extend to information belonging to customers of the Company who may have been disclosed to the service Provider in the course of business.

The Service Provider may disclose any of the confidential information:

- a. to a third party where the Customer has consented in writing to such disclosure; and
- b. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Service Provider will first have given prompt notice to the customer of any possible or prospective order (or proceeding pursuant to which any order may result), and the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

**20. Capacity/independent Contractor**

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services here under. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

**21. Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if

evidenced in writing signed by each party or an authorized representative of each party.

**22. Time of the Essence**

Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

**23. Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**24. Currency**

Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

**25. Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

**Customer**

Sign \_\_\_\_\_

Print: **Sandhills Delivery Service**

**Service Provider (Contractor)**

Sign \_\_\_\_\_

Print \_\_\_\_\_