



106 W Tolles Dr ♦ Saint Johns, MI, 48879

## INDEPENDENT SERVICE PROVIDER AGREEMENT

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ between Quest Software, Inc. dba Quest Towing Services (*hereinafter referred to as "QTS"*), a Michigan corporation with its principal office located at 106 West Tolles Drive in Saint Johns, Michigan, 48879, and

\_\_\_\_\_  
(Independent Service Partner Corporate or Legal Name)

\_\_\_\_\_  
with a primary address at (Street Address)

\_\_\_\_\_  
(City, State/Province, Zip/Postal Code)

\_\_\_\_\_  
and doing business as (DBA) \_\_\_\_\_ an Independent Service Provider (*hereinafter referred to as "SP"*).

**These terms and conditions for providing Service – “Service” meaning those services listed on the Service Provider Application for which a rate of payment is listed on the Rate Contract – constitute an agreement between QTS and the SP corporation, limited liability company, partnership, or sole proprietorship. SP agreement with Quest is referred to as the “Service Contract” and consists of all application documents, service provider profile information, the rate contract, and any service addendums. By completing the Independent Service Provider Agreement or clicking Agreement Conditions on the website application, SP consents to accept and complete Service requests from QTS and to abide by the following terms and conditions.**

1. **Dispatch.** QTS shall contact and dispatch SP to perform Service calls for Customers/Clients with disabled vehicles who are in need of Service. Upon receipt of a dispatch from QTS, SP shall provide QTS with an estimated time of arrival (ETA) to the location of the Customer/Client in need of Service. SP agrees that it shall attempt to arrive at the Customer/Client location within the provided ETA. If there are any changes to the ETA, the SP is required to update QTS.
  - a. SP shall be available to accept QTS dispatches during its hours of operation as listed on the Service Provider Application or website application and shall inform QTS Service Provider Network of any change in hours of operation or availability.
2. **Service.** SP shall be solely responsible for the provision of Service to the Customer/Client. SP shall provide Service in a safe and professional manner. SP shall be solely responsible for any personal injury or property damage resulting from the SP’s failure to perform Service in a safe and professional manner. Drivers must be uniformed and maintain professional conduct. Trucks must display your company name and be properly maintained. SP shall be solely responsible for maintaining equipment as listed on its Service Provider Application or website application and shall inform QTS Service Provider Network of any changes in equipment available for QTS dispatches.
3. **Service Area.** The QTS Service Provider Network determines individual SP Service Areas. Service Area is influenced by several factors and may include, but is not limited to, zip code size, city or town names, and individual SP proficiency. SP agrees to assigned Service Area upon implementation of this Agreement.
  - a. An assigned Service Area shall be nonexclusive and QTS shall have the right to contract with other SPs within said assigned Service Area. An assigned Service Area is established for the sole purpose of providing Service within performance standards set by QTS Service Provider Network. If SP is unable to meet such standards, QTS may, at its sole discretion, modify SP’s assigned Service Area.

4. **Rates.** SP shall at all times charge QTS for Service rendered to Customers/Clients as stated in the Rate Contract which is incorporated herein by reference and as it may be amended. SP agrees that it will not charge QTS or Customers/Clients any fee in excess of the Rate Contract or any amendments thereto, and that QTS may charge back to SP and deduct from any monies due SP, any fee or charge in excess of the Rate Contract.
  - a. SP acknowledges that QTS programs contain restrictions and limitations on use of Service by Customers/Clients. Customers/Clients may require Service in excess of those covered by QTS, including, but not limited to, towing vehicles distances past mileage limit. In such instances SP agrees it shall charge Customer/Client directly at rates set forth in the Rate Contract for any and all charges not covered by QTS. SP agrees that it shall be solely responsible for collecting any fees that are not covered by QTS from the Customer/Client and QTS shall not have any obligation to pay for non-covered Services or attempt to collect payment for such non-covered Services from Customers/Clients on SP behalf.
  - b. Rate Contract may be amended by QTS, at its own discretion, and shall be binding upon SP once accepted. SP shall be deemed to have accepted QTS revised Rate Contract by performing Services following receipt of revised Rate Contract.
5. **Payment.** QTS shall compensate SP for Services rendered to Customers/Clients that have been preauthorized by QTS by rates and conditions set forth in the Rate Contract up to Service estimate and/or specified coverage limit on dispatch requests. SP shall not charge Customers/Clients additional fees for Service unless specifically authorized by QTS. SP shall not charge QTS additional fees for Service unless specifically authorized by QTS. At any time and without notice, QTS may change their internal auditing process; this may include but is not limited to changes in processing systems and variables that impact processing systems.
  - a. Invoices must be submitted within **sixty (60) days** of the date Service was provided. Supplement requests must be submitted within **thirty (30) days** of the date Service was provided.
  - b. QTS shall calculate mileage electronically for the purposes of auditing claims prior to payment. If SP's mileage is disputed by QTS audit, it is the sole obligation of the SP to provide evidence to QTS supporting their mileage. If no evidence is provided, QTS audit mileage shall apply.
  - c. QTS may withhold payment of an invoice to the extent of any monies owed to QTS in relation to an invoice error, alleged damage to property, or other alleged damages arising from Service.
  - d. QTS shall not be obligated to pay any invoice for Services that were not preauthorized by QTS, or in excess of the rates set forth in the Rate Contract, or for Services not covered by QTS. QTS shall not be obligated to pay for any parts, permanent repairs, or merchandise. SP authorizes QTS to chargeback and deduct from any monies owed SP, all such non-covered charges.
6. **Damage.** In the event a Customer/Client alleges SP damaged vehicle in the course of providing Service or Customer/Client alleges damage resulted through SP action or inaction, QTS may withhold payment due SP for Service under this Agreement pending resolution of the dispute. If the SP fails to reach a resolution with the Customer/Client and QTS in its reasonable discretion believes the complaint is valid, QTS may compensate the Customer/Client and deduct such compensation from any payment due SP.
7. **Indemnity.** SP agrees to indemnify QTS, its subsidiaries, parents, affiliates, agents, and employees, harmless from and against any and all claims, losses, demands, liabilities, suits or actions of any kind (*including expenses and attorneys' fees*), from injuries to or death of any person or persons, including the employees of each party hereto, and the loss or damage to the property of any person or persons caused by or arising out of any occurrence in any manner connected with SP performance under this Agreement, whether caused by a negligent act or omission of either party hereto, its agents, contractors, or employees, except that SP assumes no liability for the sole negligent acts of QTS. This Paragraph shall survive the termination of this Agreement.
8. **Insurance.** SP shall provide QTS a Certificate of Insurance evidencing SP's compliance with QTS Service Provider Network's insurance requirements, with a copy of the current Certificate included with signed Agreement. It is the responsibility of SP to keep Certificate current. During the term of this Agreement, SP shall maintain at its expense:
  - a. Comprehensive General and Automobile Liability Insurance, including Contractual Liability Insurance specifically insuring SP against liabilities assumed under **Paragraph 7**, with minimum limits of \$100,000 each person and \$300,000 each occurrences for bodily injury and \$100,000 each occurrence for property damage, or a minimum combined single limit for bodily injury and property damage of \$500,000 per occurrence.
  - b. Garage Keepers' Legal Liability or Garage Keepers' Liability Insurance – including, but not limited to On Hook or Cargo Liability Insurance – with a minimum limit of \$50,000.
  - c. Worker's Compensation and Occupational Diseases Insurance as required by state and any applicable law.
9. **Independent Contractor.** For the purpose of this Agreement, SP is deemed by both parties to be an independent contractor and is not an employee, agent, partner, or representative of QTS. SP independently manages its own business and has no authority to transact any business as QTS.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute a single integrated agreement. QTS may accept an executed Agreement returned by facsimile as an original executed Agreement and such executed facsimile shall be binding upon SP. QTS may accept an electronic acknowledgement or signature of this Agreement as an original executed Agreement and such electronic acknowledgement or signature shall be binding upon SP.
11. **Notices.** All notices will be sent to the SP via contact information listed on the Service Provider Application or website application. SP shall inform QTS Service Provider Network of any change in or update to its contact information
12. **Confidentiality.** SP agrees that the terms and conditions of this Agreement including the Rate Contract represent confidential information and SP shall not divulge the contents of this Agreement to any third party without express written permission from QTS or except as required by law. SP agrees that any information concerning QTS Customers/Clients represents confidential information of the Customer/Client and (*as between the SP and QTS*) QTS. SP agrees that it will not sell, copy, or transfer any information about a Customer/Client to any third party without express written approval from QTS and that it shall not, without express permission of the Customer/Client, use information acquired in the provision of Service pursuant to this Agreement for any purpose whatsoever except as necessary to perform such Services and to invoice and collect payment if Services are billed directly to the Customer/Client by SP. This Paragraph shall survive the termination of this Agreement.
13. **Assignment.** SP will not assign or subcontract this Agreement without express written permission from QTS.
14. **Change in Ownership.** Change in ownership will result in termination of this Agreement; the new owner will have to file for a new Agreement with QTS.
15. **Termination.** This Agreement may be terminated at will and without cause.
  - a. If the SP fails to provide Service or Services to Customers/Clients as specified in this Agreement, fails to perform any duties as specified in this Agreement, renders false or fraudulent invoices, violates this Agreement in any manner, allows insurance or Certificate of Insurance to lapse, or QTS receives repeated complaints from the Customer/Client concerning the SP, QTS may, at its sole discretion, immediately terminate this Agreement. QTS will notify SP of termination.
16. **Compliance with Law.** SP and QTS will comply with federal, state, and local laws and regulations regarding obligations under this Agreement. SP must provide copies of all licenses, permits, etc., required to conduct business as an Emergency Road or Tow operator upon request by QTS.
17. **Entire Agreement.** This Agreement comprises the entire Agreement between both parties. All modifications and amendments, with the exception of the Rate Contract, must be in writing and executed by both parties.
18. **Governing Law.** The validity, interpretation, and construction of this Agreement will be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. SP agrees and consents that the exclusive jurisdiction and venue for any dispute between the parties to this Agreement shall be limited to a local, state or federal court situated within the city of Lansing, Michigan.

**Independent Service Provider**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)