

**Information Sheet**

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

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Home Phone #:** \_\_\_\_\_

**Work Phone #:** \_\_\_\_\_

**Pager #:** \_\_\_\_\_

**Vehicle:** \_\_\_\_\_

**Year                      Make                      Model**

**Backup Vehicle Available:**    **Yes**                       **No**

**Select Route Schedule:**

- Monday-Saturday**    **(Retail Routes)**
- Saturday – Sunday**    **(Retail Routes)**
- Saturday Peach**    **(Retail Routes 8-noon)**
- Sunday Only**    **(Retail Routes)**

**Date Available to Start:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_  
**(For Office Use Only)**

**Start Time:** \_\_\_\_\_  
**(For Office Use Only)**

# **Independent Contractor Agreement**

This agreement dated \_\_\_\_\_ is made between Minnesota News Service, Inc., hereinafter referred to as the “Company,” and \_\_\_\_\_, hereinafter referred to as the “Contractor.”

1. **Contractor Services.** The Company hereby contracts with the Contractor to provide the following services in accordance with the terms and conditions set forth in this Agreement:

- a. Deliver newspapers.
- b. Services directly related to the delivery of newspapers.

2. **Terms of Agreement.** This agreement will begin on the date hereof and end when canceled by either party hereto. The Company may cancel this agreement upon written notice to the Contractor. The Contractor may cancel this agreement upon 30 days advance written notice to the Company and in the event the Contractor does not provide such cancellation notice to the Company, Contractor shall pay to the Company as liquidated damages and not as a penalty, the sum of \$250 per route which sum may be offset by the Company against any money owed by the Company to Contractor.

3. **Time devoted to Contractor.** Contractor shall have no obligation to work any particular hours or set number of hours hereunder. Contractor shall deliver the newspapers on newspaper delivery routes no later than the time specified by the Company.

4. **Place Where Services Will be Rendered.** The Contractor will provide the services in accordance with this agreement on newspaper delivery routes that will be designated by Company.

5. **Payment to Contractor.** The Company will pay the Contractor for services rendered hereunder on a per stop on a delivery route basis, and the company will notify the Contractor of the amount of such payment per copy and the number of stops per newspaper delivery route.

6. **Independent Contractor.** Both the Company and the Contractor agree that the Contractor will act and be treated as an independent contractor and not as an employee for federal tax purposes or any other purposes under this agreement. and the Company shall be an independent contractor hereunder and not act or be treated as an employer for federal tax purposes or any other purposes hereunder. The parties hereto agree that they shall have no other relationship hereunder other than that of independent contractors. Accordingly, the Contractor shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Company agrees that it shall have no right to control or direct the details, manner or means by which Contractor accomplishes the results of Contractor's newspaper delivery and other service obligations hereunder.

7. **Indemnification.** Contractor agrees to indemnify the company for and hold the Company harmless from any claims, liabilities, costs, and expenses including, but not limited to, attorneys fees, arising out of or connected to Contractor's provision of services hereunder and/or Contractor's breach of Contractor's obligations hereunder. Contractor agrees to obtain and maintain the forms of insurance and in the amounts specified by the Company and to provide proof thereof at Company's request. Contractor's obligations under this paragraph 7 shall survive cancellation of this agreement.

8. **Entire Agreement and Assignment.** This is the entire agreement between the parties hereto and may not be assigned by Contractor.

9. **Notices.** Notices hereunder shall be deemed sufficient if delivered in person or by certified mail, said notices effective at the time of deposit in the United States Mail, at the following addresses or such other addresses as provided by one party to the other in writing:

**To Company:**

**Minnesota News Service, Inc.  
7836 2<sup>nd</sup> Ave S.  
Bloomington, MN 55420**

**To Contractor:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**SSN:** \_\_\_\_\_  
**Driver License #:** \_\_\_\_\_

**10. Amendment. This agreement may not be amended except in writing signed by both parties hereto.**

**11. Signatures. Both the Company and the Contractor agree to this agreement as signified by the signatures of the parties hereto below.**

**MINNESOTA NEWS SERVICE, INC.**

**By:** \_\_\_\_\_

**Title: Vice President**

**Date:** \_\_\_\_\_

**CONTRACTOR**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Minnesota News Service, Inc.  
**Contractor Information**

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

Route #: \_\_\_\_\_

Rate per Stop: \_\_\_\_\_

It is the responsibility of the Contractor to deliver these route(s) each and every publishing day. In the event a contractor **does not deliver these route(s)**, a cost reimbursement will be levied for each day of non-delivery as follows:

*“No Show”* cost reimbursement: \$100.00 per non-delivery day per route.

Your drop-site is open from **1:30 AM to 3:30 AM**. Papers may be picked up at any time during these hours unless a special time has been arranged with the Drop-site Representative. All papers must be delivered no later than **6:00 AM** at a location specified on the customer list or route list.

A cost reimbursement of up to \$10 per stop may be levied for each stop not delivered when the Company has to make re-delivery.

All contractors must maintain a compliant ratio of no more than **1 complaint per 500 stops delivered**.

The Company requires maintenance of automobile insurance sufficient to comply with Minnesota state law. (Proof Required)

The Company requires accident insurance coverage for route accidents not covered by Contractor’s automobile insurance. (Proof Required)

Contractor Initials \_\_\_\_\_