

COURIER / DELIVERY SERVICES AGREEMENT

1. 1. Parties and Scope

This Courier and Delivery Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COURIER COMPANY NAME], a [ENTITY TYPE] with an address at [COURIER ADDRESS], operating under motor carrier authority or local permit number [AUTHORITY NUMBER] where applicable (the "Courier"), and [CLIENT NAME], a [ENTITY TYPE] with an address at [CLIENT ADDRESS] (the "Client"). The Courier will transport items tendered by the Client within the service area described as [SERVICE AREA]. Operational contacts are [COURIER DISPATCH CONTACT AND PHONE] and [CLIENT SHIPPING CONTACT AND PHONE]. Each Party confirms that the person signing below is authorized to bind it, and this Agreement applies to every shipment tendered whether or not a separate waybill references it.

2. 2. Services and Service Levels

The Courier offers the following service levels, each with the target delivery window shown: [SERVICE LEVELS, e.g., rush at 1 hour from pickup, direct at 2 hours, same-day at 4 hours, scheduled route at fixed daily stops, and next-day by a stated time]. Delivery windows are measured from confirmed pickup and are targets rather than guarantees except where the Parties designate a shipment as guaranteed at [GUARANTEED SERVICE TERMS]. The Courier will provide [FLEET DESCRIPTION, e.g., cars, cargo vans, and box trucks with lift gates] appropriate to the size and nature of each shipment, and will supply drivers who hold valid licenses for the equipment operated. Scheduled route service will follow the stop list and time windows at [ROUTE SCHEDULE EXHIBIT], which may be revised by written agreement. Requests outside the service area, or requiring specialized handling, will be quoted before acceptance.

3. 3. Tender, Packaging, and Documentation

The Client is responsible for packaging each item so that it withstands normal handling and transport, including adequate cushioning, sealing, and outer packaging appropriate to the contents. The Client will label each item clearly with the recipient name, full address, contact telephone number, and any special instructions, and will provide a manifest or waybill listing the number of pieces tendered. The Courier will count pieces at pickup and will note any visible damage or inadequate packaging on the pickup record. The Courier may refuse any item that is improperly packaged, unlabeled, unsafe to handle, or outside the agreed size or weight limits of [SIZE AND WEIGHT LIMITS]. The Client will disclose the general nature of the contents where handling is affected, including temperature requirements, fragility, orientation, or regulated materials, and inaccurate or missing disclosure shifts responsibility for resulting damage to the Client.

4. 4. Chain of Custody and Proof of Delivery

The Courier will maintain a documented chain of custody for every shipment, capturing at pickup the date, time, location, piece count, and the identity of the person tendering the items, and at delivery the date, time, location, and [PROOF OF DELIVERY METHOD, e.g., recipient signature, printed name, photograph of the delivered package in place, geolocation stamp, or barcode scan]. Where the Client requires a signature from a named individual, an adult, or a person with specific credentials, that requirement will be stated at [SIGNATURE REQUIREMENT] and will not be waived by the driver. Proof of delivery records will be available to the Client through [POD ACCESS METHOD, e.g., an online portal or on request within one business day] and will be retained for at least [POD RETENTION PERIOD, e.g., two years]. For shipments requiring compliance handling, including specimens or controlled documents, the Courier will follow the additional custody procedures at [SPECIAL CUSTODY PROCEDURES].

5. 5. Delivery Attempts, Refusals, and Undeliverable Items

If the recipient is unavailable and the Client has not authorized release without signature, the Courier will attempt contact using the telephone number on the label and will then follow the instruction selected here:

[UNDELIVERABLE INSTRUCTION, e.g., wait up to a stated period at a waiting rate, return the item to the Client, hold at the Courier facility for a second attempt, or leave at the location where release without signature is authorized]. Additional delivery attempts are billed at [REATTEMPT RATE], and return-to-sender is billed at [RETURN RATE]. Where the Client authorizes release without signature, the Courier will photograph the item at the delivery location, and the risk of loss after that documented release passes to the Client. Items refused by the recipient will be returned to the Client at the return rate. Items that cannot be delivered or returned will be held for [HOLD PERIOD] and stored at [STORAGE RATE] per day thereafter, and the Client remains responsible for all charges incurred.

6. 6. Rates, Surcharges, and Payment

Charges are set out in the rate schedule attached as Exhibit A, which includes base rates by service level and zone, mileage at [MILEAGE RATE] per mile beyond [INCLUDED MILES], waiting time at [WAITING RATE] after [FREE WAITING PERIOD] at pickup or delivery, additional stops at [ADDITIONAL STOP RATE], oversize or heavy piece charges, after-hours, weekend, and holiday surcharges, and a fuel surcharge calculated as [FUEL SURCHARGE METHOD, e.g., a percentage of the base rate adjusted weekly against a published regional diesel or gasoline index]. Invoices are issued [INVOICE FREQUENCY, e.g., weekly] with a detail file listing each shipment, and are due within [PAYMENT TERM, e.g., 15 days]. Amounts unpaid afterward accrue [LATE FEE] per month or the legal maximum, whichever is less, and the Courier may suspend service on [SUSPENSION NOTICE, e.g., 5 days] written notice while an account is past due. Base rates are firm through [RATE LOCK DATE] and may then be adjusted on [RATE CHANGE NOTICE, e.g., 30 days] written notice; fuel surcharges adjust automatically under the stated method.

7. 7. Liability for Loss and Damage

The Courier is liable for the actual value of a lost or damaged shipment up to a default limit of [DEFAULT LIABILITY LIMIT, e.g., \$100 per shipment], regardless of the number of pieces, unless a higher value is declared under Section 8. Actual value means the lesser of the repair cost, the replacement cost, or the invoice value of the goods, and does not include the delivery charge, lost profits, lost data, penalties, or any indirect or consequential loss. The Courier is not liable for loss or damage caused by inadequate packaging, an incorrect or incomplete address supplied by the Client, an inherent defect in the goods, acts of the shipper or recipient, seizure by a government authority, or events beyond reasonable control including severe weather, road closure, and civil disturbance. The Courier is not liable for any loss after a documented release authorized by the Client under Section 5. These limits apply to every claim however framed, including negligence, and are the basis on which the rates in Exhibit A are set.

8. 8. Declared Value and Additional Coverage

The Client may declare a value above the default limit for any shipment by stating the declared value on the waybill at the time of tender and paying an additional charge of [DECLARED VALUE RATE, e.g., a stated amount per \$100 of declared value], subject to a maximum declared value of [MAXIMUM DECLARED VALUE] per shipment. Declaring a value increases the liability limit of the Courier to the declared amount and does not convert this Agreement into an insurance policy. The Client is responsible for maintaining its own cargo or inland marine insurance where the goods exceed the maximum declared value or where broader coverage is required, and the Client will look first to its own insurance for any loss above the declared value. The Courier maintains cargo

liability coverage of at least [CARGO COVERAGE AMOUNT], commercial auto liability of at least [AUTO LIABILITY AMOUNT], general liability of at least [GENERAL LIABILITY AMOUNT], and workers compensation as required by law, and will furnish certificates naming the Client as an additional insured on the liability policies where requested.

9. 9. Prohibited and Restricted Items

The Client will not tender, and the Courier will not knowingly accept, the following without prior written agreement: cash, bearer instruments, precious metals, gemstones, and jewelry above [VALUABLES LIMIT]; firearms and ammunition; explosives, flammables, compressed gases, corrosives, and other hazardous materials except where the Courier is separately certified and the shipment is properly declared, packaged, labeled, and documented under applicable hazardous materials regulations; live animals; human remains; controlled substances except where transported for a licensed pharmacy or laboratory under the procedures at [CONTROLLED SUBSTANCE PROCEDURES]; perishables requiring temperature control not selected as a service; illegal items; and any item the transport of which requires a license the Courier does not hold. Tendering a prohibited item is a breach of this Agreement, the Client indemnifies the Courier for all resulting claims, fines, and cleanup costs, and the Courier has no liability for loss of or damage to that item.

10. 10. Claims Procedure and Time Limits

Loss or damage claims must be reported to the Courier within [CLAIM NOTICE PERIOD, e.g., 5 business days] of the delivery date or, for a lost shipment, within [LOSS CLAIM PERIOD, e.g., 15 days] of the scheduled delivery date, and a written claim with supporting documentation must be filed within [WRITTEN CLAIM PERIOD, e.g., 30 days]. Supporting documentation includes the waybill, the invoice or other evidence of value, photographs of the damage and packaging, and a repair estimate where applicable. Concealed damage must be reported within [CONCEALED DAMAGE PERIOD, e.g., 3 business days] of delivery, and the packaging must be retained for inspection. The Courier will acknowledge a claim within [ACKNOWLEDGMENT PERIOD, e.g., 5 business days] and will issue a written decision within [CLAIM DECISION PERIOD, e.g., 30 days]. No claim may be brought more than [SUIT LIMITATION, e.g., one year] after the date of delivery or scheduled delivery. Claims will not be offset against invoices, which remain payable in full while a claim is pending.

11. 11. Independent Contractor Status and Personnel

The Courier is an independent contractor and not an employee, agent, or partner of the Client. The Courier selects, screens, trains, schedules, supervises, and pays its own drivers and dispatch personnel and is solely responsible for wages, payroll taxes, benefits, unemployment insurance, and workers compensation coverage. Drivers will hold valid licenses, will maintain acceptable driving records, and will have completed [DRIVER SCREENING, e.g., background checks and any training required for the type of cargo carried]. The Courier may use qualified subcontracted drivers, remains fully responsible for their performance and compliance with this Agreement, and will ensure they carry equivalent insurance. Neither Party may bind the other, and nothing here creates a joint employer relationship. During this Agreement and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, neither Party will directly engage personnel of the other who worked on this account except through a general public job posting.

12. 12. Confidentiality, Data, and Compliance

Each Party may receive non-public information from the other, including customer lists, addresses, pricing, volumes, and the contents or nature of shipments, and will use that information only to perform this Agreement and protect it with at least reasonable care. Where shipments include protected health information, personally identifiable information, or privileged legal materials, the Courier will handle them under the additional safeguards

at [DATA HANDLING TERMS] and will execute any required business associate or confidentiality addendum. Drivers will not open, inspect, photograph the contents of, or discuss any shipment except as required by law or to address a safety hazard. The Courier will comply with all applicable transport, licensing, safety, and hours-of-service requirements and will notify the Client of any regulatory action affecting its ability to perform. These obligations continue for [CONFIDENTIALITY PERIOD, e.g., three years] after this Agreement ends.

13. 13. Term, Termination, and Service Failures

This Agreement begins on [START DATE] and continues [TERM, e.g., for 12 months and then month to month] until terminated. Either Party may terminate for convenience on [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] of written notice, for a lapse in required insurance or operating authority, or for insolvency. Where the Courier fails to meet the agreed service level on a guaranteed shipment, the remedy is [SERVICE FAILURE REMEDY, e.g., a credit of the delivery charge for that shipment], which is the sole remedy for a late delivery. Repeated service failures exceeding [SERVICE FAILURE THRESHOLD, e.g., 5 percent of shipments in any month] allow the Client to terminate immediately on written notice. On termination, the Courier will complete or return all shipments in its possession, deliver outstanding proof of delivery records, and the Client will pay all amounts owed for services performed.

14. 14. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any dispute will be brought exclusively in the courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution. This Agreement, with the rate schedule and any route or handling exhibits, is the entire agreement between the Parties and supersedes prior proposals and terms printed on any waybill, purchase order, or invoice, which have no effect to the extent they conflict with this Agreement. Amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business. If any provision is unenforceable, the remainder stays in effect. COURIER: [COURIER COMPANY NAME]. Signature: _____. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Title: [TITLE]. Date: [DATE].

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Delivery and transportation services may be subject to federal motor carrier rules, state intrastate carrier requirements, local permitting, hazardous materials regulations, and industry-specific rules for pharmacy, laboratory, and healthcare deliveries, and liability limitations for carriers are treated differently depending on whether a shipment is interstate or intrastate. Worker classification for delivery drivers is also actively litigated in many states. Review and adapt this document for your operation and jurisdiction, and consult a licensed attorney and your insurer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.