



DRIVERS OPERATING TERMS AND AGREEMENTS

Review our service agreements to ensure a clear and transparent partnership with [NexLane Ads](#).

This Master Services Agreement is entered into as of effective date (as signed), by and between NexLane Ads LLC (“Company”), and (“Driver”).

This Agreement sets forth the terms and conditions governing the Driver’s participation in the NexLane Ads vehicle advertising program.

1. PERSONAL INFORMATION COLLECTION & USE

a. The Company collects and securely stores the following personal information for program management, communication, and payment processing:

- i. Full Name
- ii. Date of Birth
- iii. Contact Information (Phone & Email)
- iv. Home & Mailing Address
- v. Driver’s License Details
- vi. Vehicle Information (Make, Model Year, License Plate, VIN)
- vii. Insurance Information
- viii. Driving Frequency & Primary Areas of Travel
- ix. Payment Information

b. This information will NOT BE SHARED with third parties except as required by law or to fulfill program obligations.

2. SERVICES PROVIDED

- a. Driver agrees to display advertisements provided by the Company on their vehicle for the duration of the advertising period specified in the applicable Statement of Work (SOW)**
- b. Driver consents to have advertisements professionally applied to their vehicle by a designated Wrapping Vendor and agrees to maintain the advertisements in good condition throughout the advertising period.**
- c. Upon the conclusion of the advertising period, Driver will promptly return to the Wrapping Vendor for the removal of the advertisements.**

3. COMPENSATION & PAYMENT

- a. Payment Rates:** The Driver shall receive compensation in the amount of One Hundred Fifty Dollars (\$150.00) per advertisement, with a maximum of four (4) advertisements per vehicle. Compensation shall be paid according to the payment schedule selected at the commencement of services, either:
 - i. Monthly - Payments will be issued every thirty days (30) for active advertisements, OR**
 - ii. Quarterly - Payments will be issued every ninety (90) days for active advertisements.**
 - iii. All payments shall be made in accordance with applicable Colorado Laws governing contractual compensation, and no payments shall be due for advertisements removed or otherwise inactive before the applicable payment period concludes.**
- b. No Additional Benefits:** Due to the independent contractor relationship, the Driver is not eligible for employer-provided benefits such as health insurance, unemployment insurance, or retirement contributions.

c. **Recurrent Subscription Fee:** Driver authorizes the Company to charge a recurring subscription fee of \$9.99 per month for participation in the program.

d. **Payment Method:** Driver agrees to provide valid payment and billing information (credit card, debit card, PayPal, or bank transfer) and to keep this information up to date.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

The driver acknowledges and agrees that they are an independent contractor and not an employee, agent, or representative of NexLane Ads LLC. The Driver shall have full control over the manner and means of performing their obligations under this Agreement. Nothing in this Agreement shall be interpreted to create an employer-employee relationship and the Driver shall not be entitled to any employee benefits, including but not limited to health insurance, retirement benefits, or paid time off. The Driver is responsible for all tax obligations, including self employment taxes, income tax reporting, and insurance requirements applicable to independent contractors.

5. DRIVER OBLIGATIONS:

The Driver agrees to:

- a. maintain their vehicle in good working condition and adhere to vehicle cleanliness standards to ensure advertisements remain visible and professional.
- b. Not modify, damage, or remove the advertisements during the campaign period unless authorized by the Company.
- c. Report any damage or peeling of the advertisements to the Company immediately.
- d. Follow all instructions for advertisement maintenance provided by the Company.

6. COMPLIANCE & OBLIGATIONS:

- a. Driver agrees to comply with all local, state and federal laws during participation in the program, including laws related to vehicle advertisements and driving regulations.**
- b. Driver must maintain valid auto insurance and a vehicle in good working condition that is free of significant cosmetic damage, ensuring the proper application and visibility of advertisements.**
- c. Any changes to contact information, vehicle details, or insurance status must be reported to the company immediately.**
- d. Driver must comply with all applicable traffic laws, vehicle regulations, and local ordinances. Driver must confirm that they are legally eligible to work in their jurisdiction.**
- e. The Driver must not use abrasive materials, pressure washers, or harsh chemicals on wrapped areas. The Driver must follow care instructions provided by NexLane Ads and report any issues with the wrap, immediately.**
- f. The Driver must not modify, tamper with, or attempt to remove the advertisement materials themselves.**

7. DATA COLLECTION:

Driver agrees to provide accurate and complete personal information, including but not limited to, driver's license details, insurance information, social security number, and banking details, as listed in Section 1.

This information will be securely stored and used solely for the purposes of managing the program, processing payments, and compliance with tax reporting requirements (e.g., W9 forms).

8. VEHICLE AND INSURANCE REQUIREMENTS:

The Driver must:

- a. Maintain a valid driver's license, vehicle registration, and insurance at all times.**

- b. Provide proof of insurance and vehicle registration upon request.
- c. Carry liability insurance covering their vehicle and any potential damage or claims related to its operation.
- d. Acknowledge that NexLane Ads is not responsible for any accidents, damages, or legal violations incurred while operating their vehicle.

9. CERAMIC COATED VEHICLES WARNING & LIABILITY:

Drivers must confirm whether their vehicle has a ceramic coating before participating in a NexLane Ads campaign. The application and removal of advertisements may cause damage to ceramic coating and underlying paint.

NexLane Ads advises drivers with ceramic coated vehicles to consult a professional before participating.

NexLane Ads is not responsible for any damage to ceramic coated vehicles, including removal or alteration of the coating.

The Driver assumes full responsibility for any such risks. By signing this Agreement, the Driver acknowledges that they have read and understood this clause. Drivers should check their vehicle for ceramic coatings before agreeing to wrap their vehicle.

10. LIABILITY AND INDEMNIFICATION:

a. **Damage Liability:** Company and its Wrapping Vendors are not liable for any damage to the Driver's vehicle resulting from the application, maintenance, or removal of advertisements, or from the Driver's participation in the program.

b. **Pre-Existing Damages:** NexLane Ads is not responsible for pre-existing issues with vehicle paint, including peeling, fading, rust, or any other imperfections.

Driver acknowledges that application or removal of advertisements may exacerbate existing paint issues, especially on vehicles with aged or damaged paint.

c. INDEMNIFICATION:

Driver agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any claims, damages, liabilities, losses, or any expenses (including legal fees) arising out of or in connection with the Driver's performance of services under this Agreement, including but not limited to the application and removal of advertisements. The Driver agrees to indemnify, defend, and hold NexLane Ads harmless for any claims, damages, or liabilities arising from Accidents or incidents while operating their vehicle; violations of traffic laws or other regulations; or Misuse, damage, or unauthorized removal of advertisement materials.

11. INSURANCE REQUIREMENTS:

Driver agrees to maintain valid and comprehensive vehicle insurance throughout the term of this Agreement. Upon request, Driver will provide proof of insurance to the Company. The Company reserves the right to terminate Driver's participation if the Driver fails to maintain proper insurance coverage.

12. ADVERTISING MATERIAL AND MAINTENANCE:

NexLane Ads shall retain ownership of all advertisement materials and Driver must schedule and attend appointments with wrapping vendors for installation and removal or any decals. Driver must report any damage, peeling or visibility issues promptly.

13. TERMINATION:

a. Termination by Driver: Driver may terminate this Agreement at any time by providing the Company with 30 days' written notice. Upon termination, Driver must remove the advertisements from their vehicle at their own expense and provide proof of removal.

b. Termination by Company: The Company reserves the right to terminate the Driver's participation in the program at any time, with or without cause, by providing written notice. Upon termination, Driver must immediately remove the advertisements from their vehicle at their own expense.

c. Effect of Termination: Upon termination of this Agreement, all outstanding payments for services provided up to the termination date will be settled.

14. FORCE MAJEURE:

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, government actions, labor strikes, or other unforeseen events.

15. CONFIDENTIALITY:

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement. This obligation survives the termination of this Agreement.

16. REPRESENTATIONS & WARRANTIES:

a. By Driver: Driver represents and warrants that their vehicle will not be used for illegal or unethical activities while participating in campaigns. They are the sole owner of the vehicle or have proper authorization to use it for advertisement placement.

b. By Company: NexLane Ads does not guarantee that the application or removal of advertisements will not leave residue, discoloration, or adhesive marks. Driver acknowledges that any costs related to detailing, cleaning, or polishing are their own responsibility.

17. DISPUTE RESOLUTION:

Any disputes arising from or related to this Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The venue for arbitration will be Colorado, and the prevailing party will be entitled to recover reasonable attorney fees.

18. GOVERNING LAW:

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

19. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and representations. No modifications or amendment of this Agreement shall be effective unless in writing and signed by both parties.

20. AGREEMENT EXECUTION:

This Agreement shall be signed and executed electronically through the NexLane Ads website as part of the application process.

By submitting their application and signing this Agreement digitally, Driver consents to the terms outlined herein and acknowledges the binding nature of this Agreement.