



Dispatch (519) 821-1700
Administration (519) 821-3641
Fax. (519) 821-9255

Application to Become a Driver Contractor with Red Top Taxi

Applicants must complete and sign Section 1 and Section 2 of this application to be eligible to become independent contractors for Red Top Taxi. Successful applicants will be required to sign an Independent Contractor (Operator) Agreement in the form attached hereto at Schedule "A"

SECTION 1
CONTACT INFORMATION AND BACKGROUND

Name: (personal name or name of corporation)
Present Address: (Address) (City) (Prov) (PO Code)
Previous Address: (Address) (City) (Prov) (PO Code)
Home Phone: () Work Phone: () Cell Phone: ()
Email Address:
HST/GST No. (if applicable): Business No. (if applicable):

Position Applying For: [] Taxi Driver [] Mobility Driver
Availability (circle those that apply):
Sun Mon Tues Wed Thurs Fri Sat
Days Nights Days Nights Days Nights Days Nights Days Nights Days Nights Days Nights
Are you able to work holidays? Y / N
Are you able to work 8-12 hours per day? Y / N

Education				
Type of School	Name of School	Mailing Address	Number of Years	Major or Degree
High School				
College/University				
Business/Trade				
Other				

_____ / _____ / _____
 Drivers License Number Expiry (YY/MM/DD) Class

Have you had any accidents in the past 3 years? Y / N How many? _____
 Have you had any moving violations in the past 3 years? Y / N How many? _____
 Have you had any seatbelt infractions in the past 3 years? Y / N How many? _____

On approval, we will require an Ontario Drivers Abstract before training will commence

Work Experience

Please list your work experience for the past 5 years beginning with the most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary.

Name of Employer	Employment Dates From: _____ To: _____	Name of Supervisor
Address	Phone Number	Job Title/Position Held
Reason for Leaving		May we contact this employer? Circle one: Yes No

Name of Employer	Employment Dates From: _____ To: _____	Name of Supervisor
Address	Phone Number	Job Title/Position Held
Reason for Leaving		May we contact this employer? Circle one: Yes No

Name of Employer	Employment Dates From: _____ To: _____	Name of Supervisor
Address	Phone Number	Job Title/Position Held
Reason for Leaving		May we contact this employer? Circle one: Yes No

Please list two (2) references other than relatives or previous employers:

Name: _____ Phone: (____) _____

Name: _____ Phone: (____) _____

An application form sometimes makes it difficult for an individual to adequately summarize a complete background. Use the space below to summarize any additional information necessary to describe your full qualifications for the specific position for which you are applying.

A current Ontario Drivers abstract must be obtained before training can commence. A letter of experience must also be provided showing proof of insurance dating back 3 years (see section 3). A level 3 criminal record of disclosure must be obtained before Red Top Taxi can endorse any applicant for a taxi license.

I authorize Red Top to take all legal measures to investigate the truthfulness of the statements contained in this application. I understand that misrepresentation or omission of facts, if later discovered, will constitute a breach of contract and will entitle Red Top to terminate the agreement. I hereby authorize RED TOP TAXI LTD. to contact schools, previous employers, references, and others, and hereby release RED TOP TAXI LTD from any liability arising from such contact.

Signature of Applicant

Date

RED TOP TAXI LTD. and RED TOP MOBILITY are equal opportunity businesses. We adhere to a policy of making hiring decisions without regard to race, colour, religion, sex, sexual orientation, national origin, or citizenship. We assure that your opportunity with this company depends solely on your qualifications.

SECTION 2
TAXI DRIVER APPROVAL FORM FOR INSURANCE

IMPORTANT: All sections must be FULLY COMPLETED. Incomplete applications will be rejected.

Date of Application: _____

First Name: _____ Last Name: _____

Driver's License Number: _____

I am applying as a driver contractor in the driver pool of Red Top Taxi Ltd

Number of years of taxi driving experience: _____

For what taxi company were you working?: _____

What was the period of time? (e.g., Jan 1 2017 - Jan 1 2018): _____

Did you have any claims during this time?: _____

(Failure list and declare all claims will prohibit you from being added as a driver)

The following information MUST be attached:

- Experience letter from prior insurance carrier. If you have no verified taxi experience, please provide an Autoplus Report or letter experience from your personal automobile insurer. This letter must show you've had at least 3-years of insurance coverage up to and including present day
- Copy of current Ontario driver abstract
- Copy of current taxi license (if applicable)

NOTE: All attached documents forming part of this application as checked above to be signed and dated by the applicant.

Driver declaration: *"I am applying with this application to be eligible as a driver for automobile insurance while driving for Red Top Taxi Ltd. I declare that the above information provided regarding my taxi driving experience and/or any personal automobile accidents and claims is correct. I understand that the failure to disclose and provide accurate information may result in voiding of the coverage for automobile insurance in the connection with this application. I further authorize you to collect, use and disclose information as permitted by law for the purposes necessary to assess the risk, investigate and settle claims, and to detect and prevent fraud, such as credit information, driving information and claims history."*

Applicant Signature: _____

Date: _____

SCHEDULE "A"

INDEPENDENT CONTRACTOR (OPERATOR) AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into by and between _____ (the "Contractor") and RED TOP TAXI LTD. ("Red Top").

WHEREAS, the Contractor has applied to Red Top as a qualified driver;

AND WHEREAS, Red Top desires to retain the Contractor to provide driving services, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall commence on the date of execution and shall continue until terminated in accordance with Section 11.

2. Services

2.1 The Contractor shall provide services in accordance with the service requirements and standards of conduct as set forth in **Appendix A** to this Agreement (the "Services");

2.2 The Services may be amended by Red Top from time to time in accordance with its business needs, provided the amendments are carried out in good faith;

2.3 Except as otherwise stated in this Agreement (including its Appendices), the Contractor shall determine the manner or means by which it performs the Services for Red Top;

2.4 Unless otherwise set forth in this Agreement (including its Appendices), the Contractor shall furnish, at its own expense, the equipment, supplies, tools and other materials used to perform the Services.

2.5 The Contractor shall comply with all applicable Red Top policies and procedures relating to Red Top's business, including those related to occupational health and safety.

3. Independent Contractor Relationship

3.1 The Contractor is and shall remain at all times an independent contractor and not an employee or dependent contractor of Red Top. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between the Contractor and Red Top, for

any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

- 3.2 The Contractor shall provide the Services to Red Top on a non-exclusive basis and shall be permitted to provide its services to third parties during the term of this Agreement provided that the Contractor shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.
- 3.3 Without limiting the foregoing, the Contractor shall not be eligible to participate in any benefit or compensation plans offered by Red Top to its employees, including, without limitation, any payments under any employment standards legislation.
- 3.4 Red Top shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for the Contractor or any personnel employed by the Contractor. The Contractor is responsible for these withholding, remitting and registration obligations, and shall indemnify Red Top from and against any order, penalty, interest, taxes or contributions that may be assessed against Red Top due to the failure or delay of the Contractor to make any such withholdings, remittances or registration, or to file any information required by any law.
- 3.5 The Contractor shall be fully responsible for the Contractor's personnel and shall indemnify Red Top against any claims made by or on behalf of any of the Contractor's personnel, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. Section 3.4 shall survive the termination of this Agreement and remain binding on the Contractor.

4. Hours of Operation

- 4.1 The Contractor shall have no regularly prescribed work schedule and shall be responsible for securing his or her own hours by contacting the owners of vehicles in the Red Top fleet in order to arrange for a lease. The Contractor shall be responsible for negotiating the terms of pick-up, drop-off, and other pertinent terms related to the leased vehicle.
- 4.2 Red Top does not guarantee any hours to the Contractor.
- 4.3 The Contractor is permitted to work for other vehicle-for-hire services, but while operating a Red Top vehicle, the Contractor shall not solicit customers to use other services or platforms. While operating a Red Top vehicle, the Contractor shall only pick up customers by means of the Red Top Taxi dispatch platform or by street flag.

- 4.4 Once the Contractor accepts hours from a vehicle owner, the Contractor agrees to adhere to the scheduled hours. The Contractor may subcontract or employ other approved contractors for the scheduled hours, provided said individuals comply with the terms of this Agreement, including but not limited to insurance and licensing requirements.
- 4.5 After accepting hours, the Contractor shall commence operating no earlier than ten (10) minutes prior to the agreed start time and shall cease operating no more than ten (10) minutes after the agreed end time. Contractors may extend or reduce operating hours by negotiation.
- 4.6 Red Top will not be liable if a vehicle is not available to the Contractor for scheduled hours unless the unavailability is the result of Red Top's gross negligence. Without limiting the foregoing, Red Top shall not be responsible if a vehicle is unavailable due to maintenance, traffic congestion, or weather.
- 4.7 Unless a breach of contract has occurred, Red Top and the Contractor shall give two (2) weeks' notice of cancellation for a previously agreed shift (except for cancellations addressed by paragraph 4.6). If either party fails to give two (2) weeks' notice of a shift cancellation on three (3) or more occasions in any three (3) month period, the other party may repudiate the contract in writing and the parties shall have no further obligations to one another except for the payment of accrued and unpaid fees or leasing dues.

5. Leasing Fees, Retained Fares and Expenses

- 5.1 In consideration of the provision of the Services by the Contractor, the Contractor shall be entitled to retain all fares received from customers after paying the applicable leasing fee to Red Top (or a designated Red Top vehicle owner) in accordance with the rates set forth in **Appendix B**.
- 5.2 The Contractor shall be responsible for any expenses incurred by the Contractor or the Contractor's personnel in connection with the performance of the Services except as expressly set forth herein. In no event shall Red Top reimburse the Contractor for any such expenses.
- 5.3 Red Top shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or municipal governmental entity on any amounts payable by Red Top hereunder; provided that, in no event shall Red Top pay or be responsible for any taxes, statutory withholdings, deductions or remittances, imposed on or with respect to the Contractor's income, revenues, gross receipts, or other assets.
- 5.4 If required, the Contractor shall have a Goods and Services Tax (GST) and provincial sales tax (PST)/Harmonized Sales Tax (HST) registration number and shall be responsible for deducting and remitting GST and PST/HST to the appropriate regulatory authorities.

6. Confidential Information

- 6.1 The Contractor acknowledges that in the course of providing the Services, the Contractor may create or have access to information that is treated as confidential and proprietary by Red Top, including, without limitation, information pertaining to its clients or financial affairs (the "Confidential Information").
- 6.2 The Contractor shall treat all Confidential Information as strictly confidential and only use the Confidential Information for the bona fide provision of the Services. The Contractor shall not, without the prior written authorization of Red Top, either during the Term or at any time after the termination of this Agreement:
- (a) use any Confidential Information for the benefit or purposes of the Contractor or any other person, company or organization whatsoever; or
 - (b) disclose any Confidential Information to any person, company or other organization whatsoever.

7. Non-Solicitation of Personnel

- 7.1 During the Term of this Agreement and for a period of six (6) months following the termination or expiration of this Agreement, the Contractor shall not make any solicitation to hire Red Top's personnel (employees or other contractors) in a position that would cause the solicited personnel to be in breach of this agreement.

8. Representations and Warranties

- 8.1 The Contractor represents and warrants that:
- (a) the Contractor's performance of the terms this Agreement and the engagement of the Contractor with Red Top does not and will not breach any confidentiality, non-competition, non-solicitation, or other agreement entered into by the Contractor with any third party;
 - (b) the Contractor has the required skill, experience and qualifications to perform the Services;
 - (c) the Contractor shall perform the Service in a professional and workmanlike manner in accordance with best industry standards for similar services, and in compliance with all applicable federal, provincial, territorial and municipal laws and regulations; and
 - (d) the Contractor shall devote such time, attention and energy as is necessary to implement and comply with its obligations under this Agreement;
- 8.2 Red Top represents and warrants that:

- (a) Red Top has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of their Agreement by its representatives whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.

9. Indemnification

9.1 The Contractor shall defend, indemnify and hold harmless Red Top and its officers, directors, employees, agents, related entities, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property, resulting from the Contractor's acts or omissions; and
- (b) the Contractor's breach of any representation, warranty or obligation under this Agreement.

9.2 Red Top may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

10. Insurance

10.1 The Contractor shall not do anything to invalidate the insurance policies maintained by Red Top and shall notify Red Top immediately in writing of any events which may affect Red Top's policies of insurance.

11. Termination

11.1 Either party may terminate this Agreement without cause upon thirty (30) days' written advance notice to the other party. The principles of mitigation apply to any damages owed for termination of this Agreement without required notice, other than minimum payments required by statute. In the event of termination by Red Top pursuant to this clause, Red Top shall allow the Contractor to lease vehicles and perform services up to and including the effective date of such termination.

11.2 Either party may terminate this Agreement effective immediately for cause, without advance notice or payment in lieu of such notice. Without restricting the generality of the foregoing, "cause" includes a material breach of the provisions of this Agreement.

11.3 Upon the termination of this Agreement for any reason, or at any other time upon Red Top's written request, the Contractor shall promptly deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on Red Top's Confidential Information;

11.4 If, at any time, the Contractor is determined to be an employee of Red Top, the parties agree that Red Top may terminate the employment of the Contractor at any time, without just cause, upon providing the Employee with only the minimum amounts required by the *Employment Standards Act, 2000*, S.O. 2000, c. 41 for notice or pay in lieu of notice and for severance pay (if applicable), and any other minimum payments or entitlements that are required by that legislation. This provision shall survive any and all changes to this Agreement, including renewals.

12. Miscellaneous

12.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

12.2 This Agreement will be binding on and shall enure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right or benefit of any nature whatsoever. The Contractor shall not assign any rights under this Agreement without Red Top's prior written consent. Red Top may assign its rights under this Agreement without the consent of the Contractor to the extent permitted by law.

12.3 The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

12.4 Any amendment to this Agreement must be in writing and executed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless it is set in writing and signed by the waiving party. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.

12.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

12.6 All terms and conditions under Section 3.4, Section 3.5, Section 6, Section 7, Section 9.1, Section 11.3 and Section 11.4, shall survive the termination of this Agreement whether the termination is initiated by the Contractor, by Red Top, on a with or without cause basis, or by mutual agreement, or whether the termination is lawful or unlawful.

12.7 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall apply to the

term or provision only to the extent of that invalidity or unenforceability, and shall not affect any other term or provision of this Agreement.

12.8 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Contractor has executed this Agreement this _____ day of _____ in the year _____.

_____)	_____
Witness Signature)	Contractor Signature
_____)	_____
Witness Name)	Contractor Name
Date: _____)	RED TOP TAXI LTD.
)	_____
)	Signing Officer Signature
)	_____
)	Signing Officer Name
)	<i>I have authority to bind the corporation</i>

APPENDIX A

SERVICE REQUIREMENTS AND STANDARDS OF CONDUCT

The Contractor is bound by the following standards of customer service while operating Red Top vehicles. These standards may be amended by Red Top from time to time to adapt to its business needs and such amendments will become binding on the Contractor immediately upon notification. Failure to adhere to the standards set forth herein will constitute a breach of the Independent Contractor Agreement.

- 1) The Contractor shall abide by all federal, provincial and municipal laws, including the Highway Traffic Act and the City of Guelph By-laws (including but not limited to By-law (2018)-20272). This includes an absolute zero tolerance for any use of alcohol or inhibiting substances while operating a Red Top vehicle.
- 2) The Contractor is strictly prohibited from smoking (including electronic cigarettes and “vaping” devices) and shall not allow customers to smoke in Red Top vehicles.
- 3) The Contractor will be dispatched on trips according to the dispatch protocols of Red Top, which may be amended from time to time. Upon dispatch, the Contractor will receive information showing the pick-up area and destination area (if available). The Contractor will have the ability to accept or reject the trip as communicated by the dispatcher. If the Contractor accepts the trip, the Contractor is expected to proceed immediately to the pickup location and carry out that trip unless there are mitigating circumstances preventing the Contractor from reaching the pickup location.
- 4) While on duty, the Contractor may wait for trips anywhere within the boundaries of the City of Guelph. The Contractor shall have the freedom to pursue trips at his or her own discretion.
- 5) Due to the special needs of wheelchair customers, Red Top pre-assigns all pre-scheduled wheelchair trips to designated mobility vehicles. If the Contractor arranges to drive a mobility vehicle, he or she can expect to receive a higher number of pre-assigned trips than in standard vehicles. All non-scheduled wheelchair trips will be dispatched according to Red Top Taxi dispatch protocols, which may be amended from time to time.
- 6) Contractors are directed to hit the “Hold” button when leaving the vehicle at times other than the end of a shift. This is to inform dispatch of temporary unavailability.
- 7) Red Top will utilize a ranked number system for pre-scheduled trips from \$60.00 - \$174.99 and a second list for trips over \$175.00. Vehicles will be assigned these trips according to their placement on the list, irrespective of which contractor is driving the vehicle at the time.

- 8) If aggrieved, the Contractor shall not, through words or action, disrupt the normal operation of business of Red Top. All complaints or concerns should be taken to the owner of the leased vehicle, the General Manger of Red Top, or a member of the Board of Directors.
- 9) The Contractor is obligated to assist customers to load and unload groceries, strollers, walkers, wheelchairs, and all other reasonable items.
- 10) The Contractor shall ask all flagged customers if they have already called for a taxi and notify dispatch if the customer has made a dispatch request.
- 11) The Contractor shall maintain and clean the interior and exterior of the leased vehicle so as not to soil any customer's garments and to promote a positive image for Red Top. Red Top reserves the right to inspect vehicles at any time.
- 12) While operating a Red Top Taxi vehicle, the Contractors shall conform with the Red Top dress code, which may be amended from time to time. The Contractor shall maintain a reasonable standard of personal hygiene and an appearance suitable to serving customers and promoting a positive image for Red Top.
- 13) The Contractor shall be courteous towards customers and put forth a positive image of Red Top. While engaged in trips, the Contractor shall devote his or her full attention to the customer and shall not engage in phone calls or text messaging.
- 14) The Contractor shall accept all forms of payment utilized by Red Top and shall not encourage a customer to use any specific form of payment.
- 15) The Contractor shall respect the privacy of Red Top customers and shall not share their information with any other persons or businesses. Any breach of privacy or fraud committed by the Contractor shall result in immediate termination of the Independent Contractor Agreement.
- 16) Red Top Taxi reserves the right to set flat-rates for certain trips and the Contractor shall be permitted to refuse any such trips.
- 17) All contractors will adhere to third-party rules and regulations set forth by the Upper Grand District School Board, Ontario Disability Support Program, Canada Post, and any other account secured by Red Top. If the Contractor does not wish to accept these third-party rules and regulations, the Contractor may refuse any such trips.
- 18) Red Top will allow customers to decline service from specific Contractors upon request.

- 19) In the event on an accident while operating a leased Red Top vehicle, the Contractor will be responsible for paying 50% of the insurance deductible to the owner of the leased vehicle if the Contractor or the Contractor's personnel is deemed by the Police to be at-fault, or partially at-fault, for said accident.

APPENDIX B

RETAINED FARES

Leasing fees will be paid by the Contractor directly to the designated owner of the Red Top vehicle which is leased. Leasing fees are calculated as a percentage of the total fares earned during a shift, which shall be any period of continuous operation or multiple periods of operation that are interrupted by less than one hour of down time. Leasing fees shall be paid according to the following schedule:

Day Shifts (Shifts which are indicated as 'Day Shifts' on the Red Top schedule. Typically these shifts begin between 5am and 11am and end between 3pm and 6pm).

- The Contractor shall pay sixty percent (60%) of the first \$350.00 collected in gross fares to the designated vehicle owner; and
- The Contractor shall pay fifty percent (50%) of gross fares collected in excess of \$350.00 to the designated vehicle owner.

Night Shifts (Shifts which are indicated as 'Night Shifts' on the Red Top schedule. Typically these shifts begin between 2pm and 10pm and end between 11pm and 6am).

- The Contractor shall pay sixty percent (60%) of the first \$300.00 collected in gross fares to the designated vehicle owner; and
- The Contractor shall pay fifty percent (50%) of gross fares collected in excess of \$300.00 to the designated vehicle owner.