

**OPERATOR AGREEMENT**

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

**Operator Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

**Company Information:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone/Email: \_\_\_\_\_

**Agreement Scope:**

Description of Services to be Performed:  
\_\_\_\_\_

Operating Area: \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_

**Compensation and Payment:**

Compensation Amount: \_\_\_\_\_ USD

Payment Schedule and Method: \_\_\_\_\_

**Clause 1 – Appointment and Acceptance**

The Company hereby appoints the Operator to perform the services described herein, and the Operator accepts such appointment subject to the terms and conditions of this Agreement.

**Clause 2 – Operator Responsibilities**

The Operator shall perform all services diligently, competently, and in compliance with all applicable laws, regulations, and Company policies. The Operator shall maintain all necessary licenses and certifications required for the performance of services.

**Clause 3 – Term and Termination**

This Agreement shall commence on the Effective Date and continue until terminated by either party with written notice. Termination may occur immediately for cause, including but not limited to breach of Agreement, misconduct, or failure to perform.

**Clause 4 – Compensation**

The Operator shall be compensated as described above. All payments are subject to applicable tax withholdings and deductions as required by law. No other compensation or benefits shall be provided unless expressly agreed in writing.

**Clause 5 – Confidentiality**

The Operator agrees to keep confidential all proprietary and sensitive information obtained during the course of this Agreement and shall not disclose such information to any third party without prior written consent of the Company.

**Clause 6 – Independent Contractor Status**

The Operator shall perform services as an independent contractor and not as an employee, agent, or partner of the Company. The Operator is solely responsible for all taxes, insurance, and other obligations arising from this relationship.

**Clause 7 – Indemnification**

The Operator agrees to indemnify, defend, and hold harmless the Company from any and all claims, losses, liabilities, damages, costs, and expenses arising from the Operator’s performance or non-performance under this Agreement.

**Clause 8 – Insurance**

The Operator shall maintain appropriate insurance coverage as required by applicable law or as reasonably requested by the Company, including but not limited to liability and workers’ compensation insurance.

**Clause 9 – Compliance with Laws**

The Operator shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in the performance of services.

**Clause 10 – Non-Solicitation**

During the term of this Agreement and for a period of one year thereafter, the Operator shall not solicit business or employees of the Company without prior written consent.

**Clause 11 – Dispute Resolution**

Any disputes arising under this Agreement shall be resolved first by good faith negotiation, and if unresolved, by mediation or binding arbitration in accordance with the rules of the American Arbitration Association.

**Clause 12 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 13 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

**Clause 14 – Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

**Clause 15 – Severability**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Clause 16 – Waiver**

No waiver of any breach shall be deemed a waiver of any subsequent breach or default.

**Clause 17 – Notices**

All notices shall be in writing and delivered personally, by certified mail, overnight courier, or electronic means with

confirmation, addressed to the respective parties at the addresses set forth above.

**Clause 18 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one agreement.

**Clause 19 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including acts of God, government actions, strikes, or other unforeseeable events.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

**OPERATOR'S SIGNATURE**

**COMPANY'S SIGNATURE**

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

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

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