



## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Friendly Transportation, LLC, its agents or assigns ("Friendly") a Texas Limited Liability Company located at P O Box 840803, Houston, TX 77283 and \_\_\_\_\_ ("Employee") who resides at \_\_\_\_\_.

Friendly Transportation, LLC full service Ground transportation services. Friendly Transportation, LLC serves as an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce. Employee must at all times maintain an active state issued commercial driver's license and physician approved medical card, and is qualified, competent, and available to provide transportation services. As compensation, Employee shall be paid \_\_\_\_% of the Net earnings on all loads transported by Employee. Employee shall earn a sales commission of 5% of the Net earnings on all traffic handled for customers first introduced to Friendly by Employee.

Employee agrees that any and all knowledge or information that may be obtained in the course of the employment with respect to the conduct and details of the business and with respect to customer contacts, relationships, etc. used by the employer in conducting its business will be forever held inviolate and be concealed from any competitor and all other persons and that he or she will not engage as employer, employee, principal, agent, or otherwise, directly or indirectly, at any time in a similar business, and that he or she will not impart the knowledge acquired to anybody and that should he or she at any time leave the employ of the employer he or she agrees not to enter into the employ or service or otherwise act in aid of the business of any rival company or concern or individual engaged in the same or in similar lines of business. If he or she does so in violation the employer shall be entitled to an injunction by any competent court of equity enjoining and restraining him [her] and each and every other person concerned from continuance of employment, services or other acts in aid of the business of the rival company or concern.

Employee shall transport interstate shipments on behalf of Friendly Transportation pursuant to carrier load confirmation sheet(s) subsequently incorporated by reference. While employed with Friendly Transportation, Employee will not broker, interline, co-broker, assign or trip lease loads with another party. Failure to comply will result in non-payment of wages. If such employment is terminated for any cause, Employee for a period of two (2) years after leaving the employment, shall not back solicit orders for freight transportation, directly or indirectly, from any customers of employer, or from any customers of its successor, for such services as provided by Friendly Transportation or its successor, either for himself/herself or as an employee of any person, firm, or corporation. As liquidated damages, Employee agrees to pay back a 25% commission on all traffic handled for customers first introduced to Employee by Friendly Transportation for a period of 24 months following cancellation of this Agreement.

**Friendly Transportation, LLC**

**Employee**

\_\_\_\_\_  
Tamatha Maroney, Managing Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deon Maroney, Managing Member

\_\_\_\_\_  
Printed Name