

MECHANIC'S INDEPENDENT CONTRACTOR AGREEMENT
THE FOLLOWING RULES AND REGULATIONS APPLY TO THIS APP

A. Independent Contractor Status:

1. Blesena, LLC (hereinafter referred to as Blesena) is a technology platform to be used by Customers and Mechanics for roadside service. Mechanics are Independent Contractors, not an employer or agent of Blesena. As such, the Mechanic is responsible for payment of its own taxes, employer benefits, and all other business-related expenses. Mechanics will be issued a Federal Tax Form 1099, as appropriate. Mechanic is allowed to accept other work relationships.

B. ASE Certificate Requirements:

1. Mechanic must maintain and provide Blesena with a copy of a valid ASE Certificate, and must notify Blesena immediately of any suspension of revocation or lapses of said Certificate.

C. Vehicle and Equipment Requirement:

1. Mechanic must supply it's own vehicle and equipment, and pay all costs and expenses of maintaining same.
2. Vehicle must be properly registered and insured and provide Blesena proof of same upon request.
3. Blesena is not liable for any damage to Mechanic's vehicles or equipment.

D. Cancellation Policy:

1. Either party may cancel and/or terminate this Agreement upon written Notice.
2. Cancellation of service within 12 hours is subject to review by Blesena and may result in loss of preferred access and/or a three (3) day suspension of service.

E. Roadside Service

1. Mechanic must arrive on site within 20 minutes of acceptance of call. Failure to do so may result in returning Mechanic to a queue and will prevent Mechanic from accepting jobs for the rest of the day.
2. Cancellation of job by Mechanic within 10 minutes of call will affect compensation rate.

F. Completion Rate Policy:

1. If mechanic fails to complete service call below 95% of the time, Mechanic may lose "good standing" status. If below 85% of the time, Mechanic may receive a formal warning and possible deactivation of Agreement. The completion rate will be visible on the dashboard

G. Outside Transaction:

1. Mechanic may not accept or solicit customers from the platform, accept direct payment from the Customers, exchange contact information for private work or perform off platform work for a period of 12 months after this agreement ends. Violation may result in permanent ban from the platform.
2. Blesena reserves the right to pursue damages, including all costs and reasonable Attorney Fees.

H. Standards of Conduct:

1. The Mechanic and it's employees must always conduct themselves in a professional manner.
2. Mechanic shall not discriminate against anyone for any reason.
3. Mechanic shall not commit fraud, abuse, or any illegal activity.
4. Mechanic shall accurately represent it's qualification for service to Blesena.
5. Violation of rules and regulations may result in suspension or removal from platform.

I. Earnings and Payment:

1. Mechanic shall earn and be paid as follows:
 - a. Starter status:
 - (i) 35% of roadside charge.
 - (ii) 35% of inspection fee.
 - b. Preferred status:
 - (i) 50% of roadside charge.
 - (ii) 50% of inspection fee.
 - c. All fees and rates may be modified and amended by Blesena upon notice to Mechanic.
2. Blesena shall retain difference between Customer charge and Mechanic payment.
3. Payment may be withdrawn during dispute, fraud investigations or policy violations.

J. Insurance and Liability:

1. Mechanic is responsible to maintain adequate insurance in amounts required by Blesena, and to provide Blesena with proof of same.
2. Blesena is not liable for damages arising from Mechanic's services.
3. Mechanic agrees to hold harmless and to indemnify Blesena against any and all claims for damage and/or injury.

K. Termination:

1. This Agreement remains in full force and effect unless and until it is terminated by either Blesena or Mechanic.
2. Mechanic may terminate this Agreement at anytime by providing written notice to Blesena.
3. Blesena may terminate the Agreement upon written notice to the Mechanic. The following acts are cause for termination:
 - a. Mechanic accepts outside transaction.
 - b. Certification lapse, is suspended or terminated.
 - c. Repeated cancellation of calls.
 - d. Misconduct of Mechanics.
4. Upon Termination, Mechanic can no longer represent self as a Blesena Contractor.

L. Modification:

1. Blesena may modify this Agreement and platform upon written notice to the Mechanic.
2. Continued use of platform constitutes acceptance of it's term by Mechanic.

M. Business Requirement:

1. Mechanic must provide Blesena with current business address and telephone number where it's business is conducted and provide Blesena with any changes as they occur.

N. General Provisions:

1. Any cancellation by Mechanic will result in review of conduct.
2. Repeated cancellation may result in removal
3. Emergency cancellations will be reviewed on a case-by-case basis.
4. Any "No-Show" will be treated as a cancellation by Mechanic.

O. Governing Laws:

1. This Agreement is governed by The Laws Regulations and Rules of The State of Connecticut and The Connecticut Motor Vehicle Department.